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 hereunder.

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 under "TAX MATTERS." See "TAX MATTERS – Tax Exemption" for a discussion of Bond Counsel's opinion.

JUSTIN 1887

$6,381,000*
CITY OF JUSTIN, TEXAS,
(a municipal corporation of the State of Texas located in Denton County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #3 PROJECT)

Sale Date: August 28, 2025
Interest to Accrue from Closing Date (defined below) **Due: September 1, as shown on the inside cover**

The City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project) (the "Bonds"), are being issued by the City of Justin, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $100,000 of principal amount and any integral multiple of $1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 1 and September 1, commencing March 1, 2026, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Wilmington Trust, National Association, as trustee (the "Trustee"), to 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"), and an Indenture of Trust (the "Indenture"), expected to be entered into by and between the City and the Trustee. ***Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.***

Proceeds of the Bonds will be used for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #3 Improvements, (ii) paying a portion of the costs incidental to the organization and administration of the District, and (iii) paying the Bond Issuance Costs, including funding a reserve fund and other costs related to the issuance of the Bonds. See "THE IMPROVEMENT AREA #3 IMPROVEMENTS" and "APPENDIX B – Form of Indenture."

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by a first and prior lien on, security interest in, and pledge of the Trust Estate, consisting primarily of Assessments levied against Assessed Property in accordance with a Service and Assessment Plan, all to the extent and upon the conditions described in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS." The Bonds are subject to redemption at the times, in the amounts, and at the redemption price more fully described herein under the subcaption "DESCRIPTION OF THE BONDS – Redemption Provisions."

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

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM A FIRST LIEN ON, SECURITY INTEREST IN, AND PLEDGE OF 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 ASSETS OF THE CITY OTHER THAN 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 ASSETS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER ASSETS COMPRISING THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS."

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

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (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 City by its counsel, Boyle & Lowry, LLP, for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, and for the Developer by its special counsel, Greenberg Traurig, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about September 25, 2025 (the "Closing Date").

FMSbonds, Inc.

* *Preliminary, subject to change.*

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

CUSIP Prefix: [a]

$6,381,000*
CITY OF JUSTIN, TEXAS,
(a municipal corporation of the State of Texas located in Denton County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #3 PROJECT)

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____%; CUSIP Suffix No.___ [a] [b] [c]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____%; CUSIP Suffix 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, 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 CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor, or the Underwriter takes any responsibility for the accuracy of such numbers.

(b) The Bonds maturing on or after September 1, 20__, are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20__, at the redemption price set forth 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 JUSTIN, TEXAS,

CITY COUNCIL

Name	Place	Term Expires (May)
James Clark	Mayor	2026
Shelby St. Claire	Place 6, Mayor Pro Tem	2026
Ryan Stevens	Place 1	2027
Tomas Mendoza	Place 2	2027
Steven Teschke	Place 3	2027
James Castle	Place 4	2026
Daniel Dennis	Place 5	2026

CITY MANAGER	**FINANCE DIRECTOR**	**CITY SECRETARY**
Jarrod Greenwood	Vacant	Amy M. Piukana, TRMC, CMC

PID ADMINISTRATOR
P3Works, LLC

FINANCIAL ADVISOR TO THE CITY
Hilltop Securities, Inc.

BOND COUNSEL
Norton Rose Fulbright US LLP

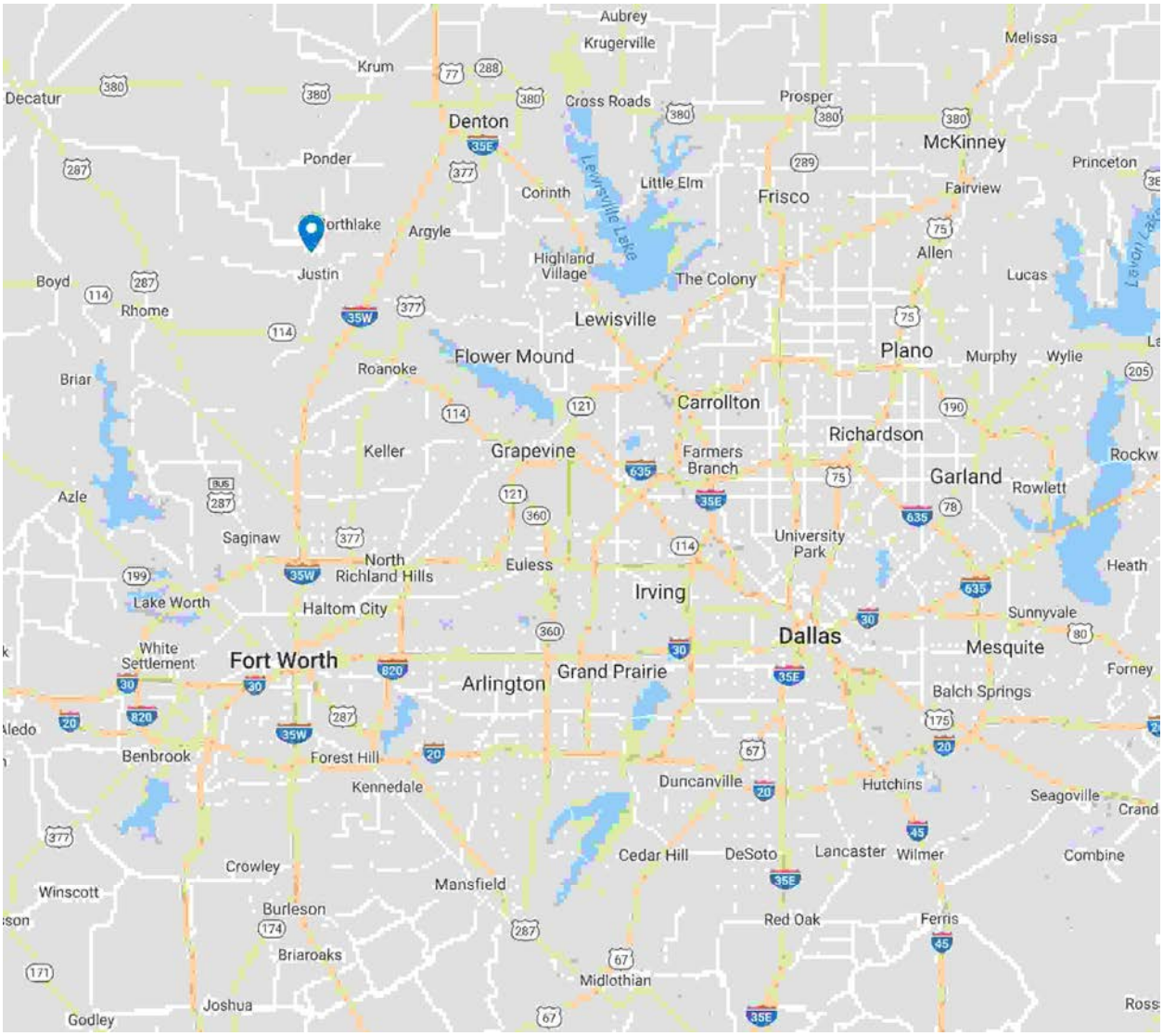
UNDERWRITER'S COUNSEL
Orrick, Herrington & Sutcliffe LLP

For additional information regarding the City, please contact:

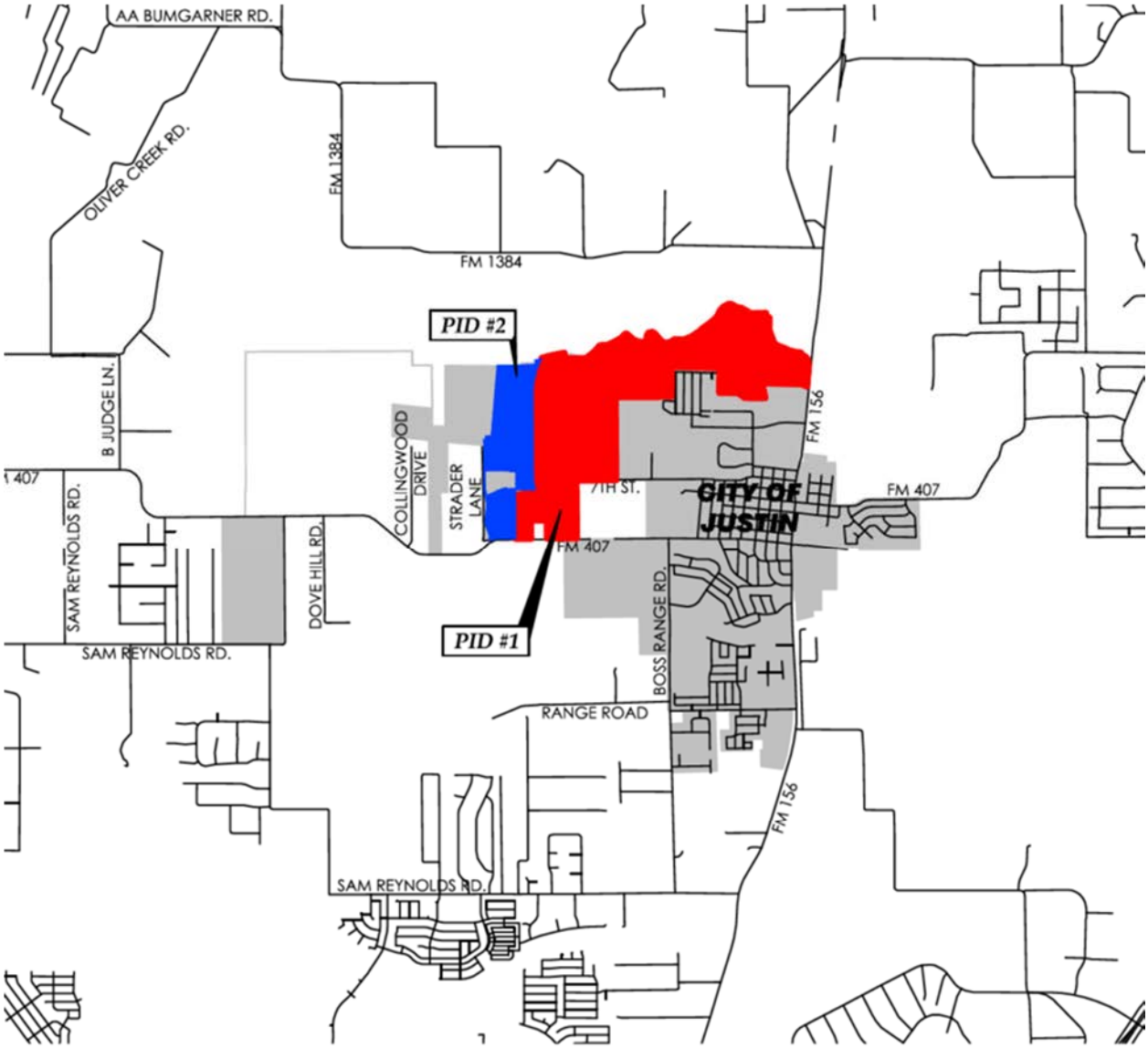
Jarrod Greenwood
City Manager
415 N. College Street
Justin, TX 76247
Phone: 940-648-2541
jgreenwood@cityofjustin.com

Nick Bulaich
Hilltop Securities, Inc.
777 Main Street, Suite 1525
Fort Worth, TX 76102
(817) 332-9710
nick.bulaich@hilltopsecurities.com

REGIONAL LOCATION MAP OF THE DISTRICT

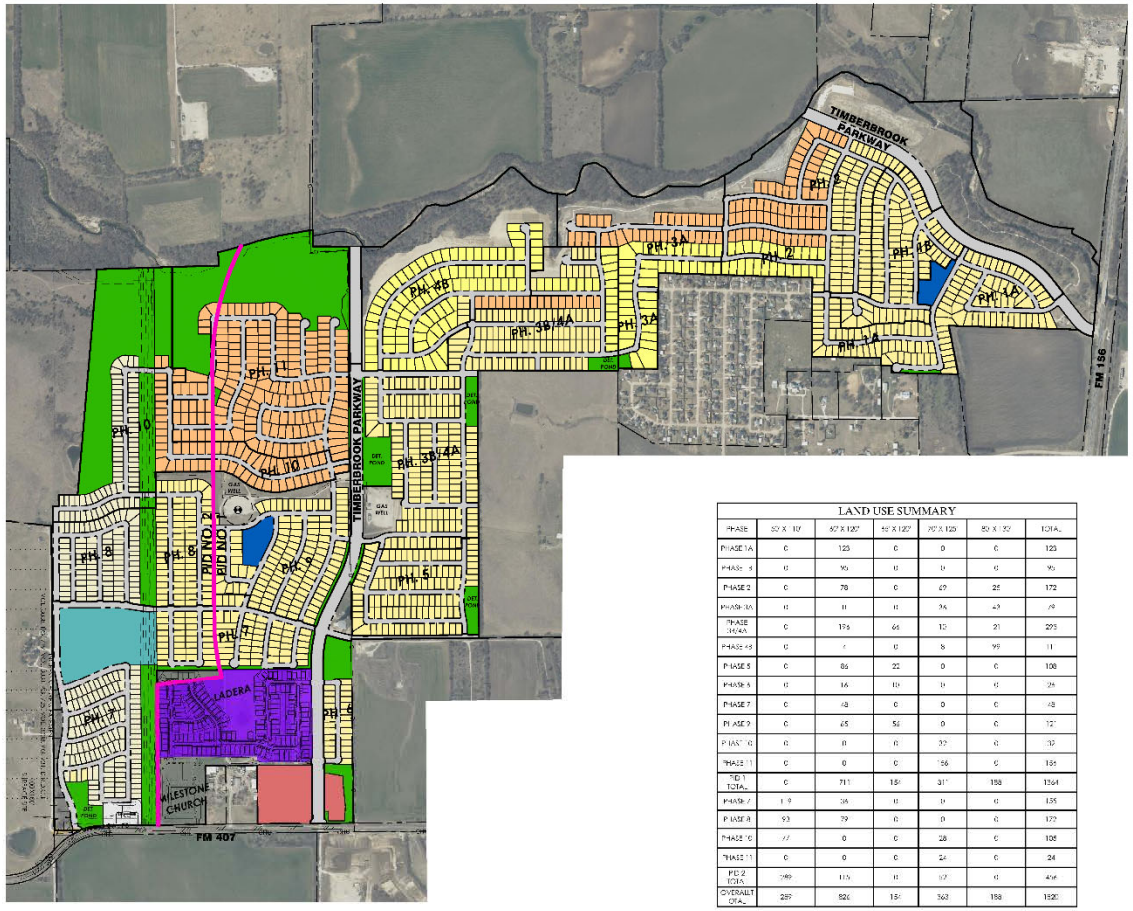


AREA LOCATION MAP OF THE ENTIRE TIMBERBROOK DEVELOPMENT (INCLUDING THE DISTRICT AND PID #2) [*]



[*] See "PLAN OF FINANCE – Overview" and "– Development Plan" for a description of the Timberbrook Development, the District ("PID #1" on the above map), and PID #2.

SITE PLAN OF ENTIRE TIMBERBROOK DEVELOPMENT
(INCLUDING THE DISTRICT AND PID #2) *



LAND USE SUMMARY						
PHASE	50' X 110'	60' X 120'	65' X 120'	70' X 125'	80' X 130'	TOTAL
PHASE 1A	0	123	0	0	0	123
PHASE 1B	0	90	0	0	0	90
PHASE 2	0	78	0	69	25	172
PHASE 3A	0	0	0	36	43	79
PHASE 3B/4A	0	176	66	10	21	273
PHASE 4B	0	1	0	8	99	11
PHASE 5	0	86	22	0	0	108
PHASE 6	0	16	10	0	0	26
PHASE 7	0	48	0	0	0	48
PHASE 9	0	65	56	0	0	121
PHASE 10	0	0	0	32	0	32
PHASE 11	0	0	0	156	0	156
PID 1 TOTAL	0	711	154	311	188	1364
PHASE 2	119	36	0	0	0	155
PHASE 8	93	79	0	0	0	172
PHASE 10	77	0	0	28	0	105
PHASE 11	0	0	0	24	0	24
PID 2 TOTAL	289	115	0	52	0	456
OVERALL TOTAL	289	826	154	363	188	1820

N
W E
S

GRAPHIC SCALE 1"=500'
0 500 1000 1500

LEGEND

- 50' X 110' LOTS
- 60'/65' X 120' LOTS
- 70' X 125' LOTS
- 80' X 130' LOTS
- AMENITY CENTER
- OPEN SPACE
- SCHOOL SITE
- COMMERCIAL
- ACTIVE ADULT

PREPARED BY:
GM civil
Engineering & Surveying

DEVELOPER:
BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTHLAKE, TX 76092
(817) 416-1572

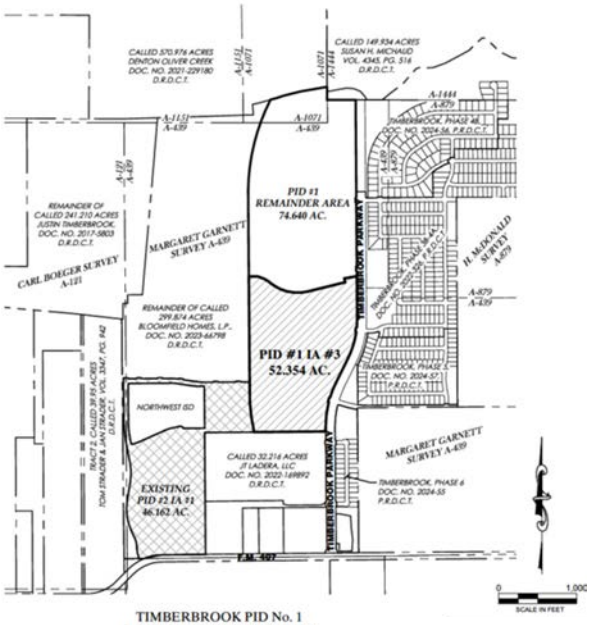
TIMBERBROOK
LOCATED IN
CITY OF JUSTIN, DENTON
COUNTY, TEXAS
JUNE, 2025

COPYRIGHT 2025 JEFF WARE PRINCIPAL OF GOODWIN MARSHALL INC. ONLY

* See "PLAN OF FINANCE – Overview" and "– Development Plan" for a description of the Timberbrook Development, the District, and PID #2.

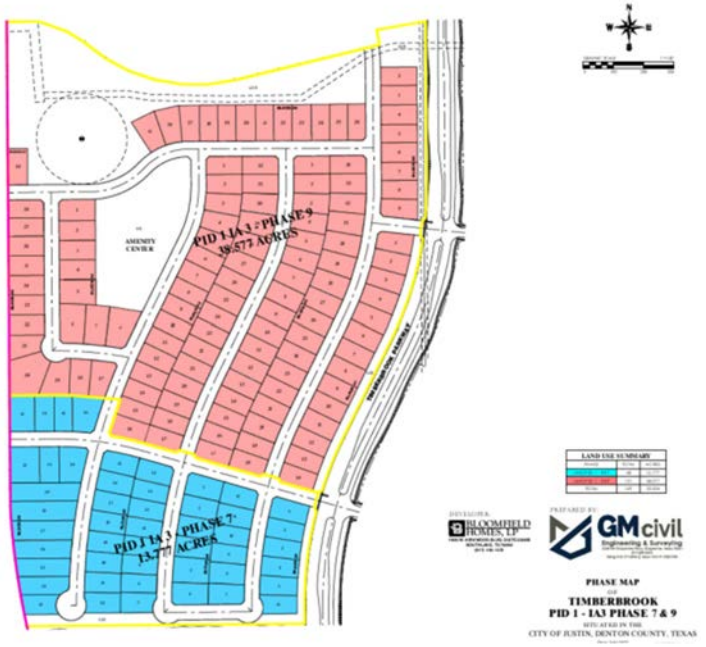
MAPS SHOWING BOUNDARIES OF AND LAND USE IN IMPROVEMENT AREA #3

BOUNDARIES



TIMBERBROOK PID No. 1
IMPROVEMENT AREA No. 3
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS

LAND USE



USE OF LIMITED OFFERING MEMORANDUM

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, 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 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." 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.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

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

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH

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

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

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION 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

$6,381,000[*]
CITY OF JUSTIN, TEXAS,
(a municipal corporation of the State of Texas located in Denton County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #3 PROJECT)

INTRODUCTION

The purpose of this 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 Justin, Texas (the "City"), of its $6,381,000[*] aggregate principal amount of Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 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. 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 "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "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"), an ordinance expected to be adopted by the City Council of the City (the "City Council") authorizing the issuance of the Bonds (the "Bond Ordinance"), and an Indenture of Trust (the "Indenture"), expected to be entered into by and between the City and Wilmington Trust, National Association, as trustee (the "Trustee"). 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."***

The Bonds are special, limited obligations of the City payable solely from a first lien on, security interest in, and pledge of the Trust Estate, consisting primarily of revenue from Assessments expected to be levied pursuant to the Assessment Ordinance against the Assessed Property located within Improvement Area #3 of the District, all to the extent and upon the conditions described in the Indenture.

Set forth herein are brief descriptions of the City, the District, the Administrator, the Bond Ordinance, the Assessment Ordinance, the Service and Assessment Plan, the Development Agreement (defined herein), the Future Improvements Agreement (defined herein), the ETJ Agreement (defined herein), the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement, and the Developer, 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 – Form of Indenture" and the form of Service and Assessment Plan appears in "APPENDIX C – Form of Service and Assessment Plan." The information provided under this caption "INTRODUCTION" is intended to provide a brief overview of the information provided in the other captions herein

[*] *Preliminary, subject to change.*

and is not intended, and should not be considered, fully representative or complete as to the subjects discussed in this Limited Offering Memorandum.

PLAN OF FINANCE

Overview

Bloomfield Homes L.P., a Texas limited partnership (the "Developer") and Justin Timberbrook, LLC, a Texas limited liability company ("JT, LLC"), acquired approximately 571.869 acres comprising a portion of the District in May and June of 2016. The Developer acquired an additional approximately 299.874 acres from JT, LLC in June 2023, including approximately 144.589 acres within the District and approximately 155.285 acres within Timberbrook Public Improvement District No. 2 ("PID #2"). The District and PID #2 together constitute "Timberbrook" (also referred to herein as the "Development" or the "Timberbrook Development").

Development Plan

Timberbrook is an approximately 727.154-acre master-planned community expected to include approximately 1,820 single-family detached residential lots; two amenity centers, both of which include a swimming pool and cabana buildings, one of which includes a playground, and one of which will include two pickleball courts; one public park which includes an outdoor amphitheater, event lawn with shade structure, basketball court, and two pickleball courts; 6' wide hike and bike trails throughout the Development; an age-restricted active adult community on approximately 30.5 acres expected to include up to 160 detached condominium units; an elementary school on approximately 14.018 acres (located within the boundaries of the Development, but not included in the District or PID #2); a fire station site of approximately 2.149 acres; and approximately 17.89 acres of commercial space in Improvement Area #2 of the District that includes an early childhood development center and is expected to include other commercial and retail development (located along F.M. 407 as shown in the site plan on page v). The District is expected to include 1,364 single-family lots and PID #2 is expected to include 456 single-family lots. See the site plan on page v.

The active adult community is located in a portion of the Major Improvement Area of the District which is designated as "Improvement Area #4" in the Service and Assessment Plan. Such land is being developed as a private, gated age-restricted community with its own separate amenities by JT Ladera, LLC. The Developer does not own and is not developing such land or the active adult units.

The District. The Developer began development of Timberbrook in 2016 with the concurrent development of the public improvements benefitting the entire District (the "Major Improvements") as well as the local infrastructure benefitting only the lots within Improvement Area #1 of the District (the "Improvement Area #1 Improvements"). Such development was followed by construction of the local improvements benefitting only the lots within Improvement Area #2 of the District (the "Improvement Area #2 Improvements"). The Developer is now constructing the local improvements benefitting only the lots within Improvement Area #3 of the District.

As of June 30, 2025, the Developer had completed construction of the public improvements benefitting 1,055 of the planned 1,364 lots in the District, including in Improvement Area #1, consisting of construction phases 1A, 1B, and 2; Improvement Area #2, consisting of construction phases 3A, 3B/4A, 4B, 5, and 6; and a portion of Improvement Area #3, such portion being the portion of construction phase 7 within the District. See the site plan on page v.

Improvement Area #3 of the District consists of the portion of construction phase 7 that lies within the District and all of construction phase 9. The Developer completed the public improvements benefitting construction phase 7 within the District in the second quarter of 2025 and expects to complete the public improvements benefitting construction phase 9 in the first quarter of 2027. The public improvements benefitting the portion of construction phase 7 that is within the District and all of construction phase 9 are referred to herein as the "Improvement Area #3 Improvements." A portion of the proceeds of the Bonds will be used to finance a portion of the costs of the Improvement Area #3 Improvements. See "– Financing Plan."

Improvement Area #4 of the District consists of approximately 30.50 acres being developed by an entity

unrelated to the Developer as an age-restricted condominium development. A proportionate share of the Major Improvement Area Assessments (defined herein) has been allocated to Improvement Area #4.

PID #2. PID #2 was created in February 2024 and consists of approximately 155.285 acres comprised of all of construction phase 8 and portions of construction phases 7, 10, and 11 of Timberbrook. PID #2 is expected to include 456 single-family residential lots. As of June 30, 2025, the Developer had completed the public improvements benefitting improvement area #1 of PID #2, consisting of 155 single-family lots in the portion of construction phase 7 within PID #2. See the site plan on page v.

Shortly after the delivery of the Bonds, the Developer expects the City to issue its $6,601,000* City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 2 Improvement Area #2 Project) (the "PID #2 Improvement Area #2 Bonds") for the purpose of financing a portion of the costs of the public improvements benefiting improvement area #2 of PID #2, which will consist of construction phase 8.

Financing Plan

The total costs of the Improvement Area #3 Improvements are expected to be approximately $6,557,005. A portion of such costs in the approximate amount of $5,187,618* is expected to be paid to the Developer from proceeds of the Bonds. The remainder of such costs in the approximate amount of $1,369,387* have been or will be paid by the Developer, without reimbursement by the City. As of June 30, 2025, the Developer has spent approximately $3,003,927 on costs of the Improvement Area #3 Improvements using cash available to the Developer and proceeds of the Revolving Credit Agreement (defined herein). There are no liens on any land in Improvement Area #3 of the District, except the lien to be established by the Assessments and the lien of the Major Improvement Area Assessments allocable to the Assessed Property. See "– Additional Indebtedness – *Prior Indebtedness*," "SOURCES AND USES OF FUNDS," "OVERLAPPING TAXES AND DEBT," "THE DEVELOPER – History and Financing of the District," and "APPENDIX C – Form of Service and Assessment Plan."

The Developer expects to enter into the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement with the City, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of the Improvement Area #3 Improvements within the District, including payment to the Developer for funds expended by the Developer and used to pay costs of Improvement Area #3 Improvements. See "APPENDIX G – Form of Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement."

Homebuilders in Timberbrook; Lot Purchase Contracts in Improvement Area #3

Of the 1,364 planned lots in the District and the 456 planned lots in PID #2, the Developer has retained 581 lots, 5 of which are reserved for model home lots and 576 for which it is the homebuilder. The Developer has entered into lot purchase contracts (the "Lot Purchase Contracts") for the purchase of 595 of the 1,364 lots in the District and 322 of the 456 lots in PID #2. The Developer does not have lot purchase contracts with respect to the remaining 179 lots within the District and 134 lots in PID #2 and may decide to build homes on some or all of such lots. See "THE DEVELOPMENT – Development within Timberbrook."

The Developer has entered into lot purchase contracts for 917 lots in the District and PID #2 as follows:

- with Impression Homes, LLC ("Impression"), and Sandlin Brothers Property Company, LLC ("Sandlin"), for 182 lots within Improvement Area #1 and 320 lots within Improvement Area #2 of the District;

- with Pacesetter Homes, LLC ("Pacesetter"), K. Hovnanian Homes – DFW, L.L.C. ("K. Hovnanian"), and Mattamy Texas, L.L.C ("Mattamy") for 5 lots within Improvement Area #2 of the District and 88 lots within Improvement Area #3 of the District; and

- with Pacesetter and K. Hovnanian for 322 lots, collectively, within PID #2.

* *Preliminary, subject to change.*

Pacesetter, K. Hovnanian, and Mattamy are referred to collectively herein as the "Homebuilders."

As of June 30, 2025, the Developer had sold a total of 423 completed lots in the District to Impression and Sandlin, and an additional 24 lots (12 each) in PID #2 to Pacesetter and K. Hovnanian. As of June 30, 2025, the Developer had completed and sold to homeowners 382 of its 500 completed lots, and Impression and Sandlin, together, have completed and sold to homeowners 254 of their combined 502 lots. Neither Pacesetter nor K. Hovnanian have completed or closed any homes on their lots. See "THE DEVELOPMENT – Development within Timberbrook."

Additional Indebtedness

Prior Indebtedness. To finance the cost of the Major Improvements not allocable to Improvement Area #1 (the "Major Improvement Area Projects"), the City issued its $7,180,000 Special Assessment Revenue Bonds, Series 2018 (Timberbrook Public Improvement District No. 1 Major Improvement Area Project) (the "Major Improvement Area Bonds"). The Major Improvement Area Bonds are secured by assessments levied against assessable property within the Major Improvement Area of the District only, consisting of all property within the District and outside of Improvement Area #1 (the "Major Improvement Area Assessments"). A portion of the Major Improvement Area Assessments are allocable to the Assessed Property within Improvement Area #3. The payment of the Assessments is on parity with the payment of the Major Improvement Area Assessments allocable to the Assessed Property. **The Major Improvement Area Assessments are not security for the Bonds.**

To finance the cost of Improvement Area #1's allocable share of the Major Improvements and the Improvement Area #1 Improvements (together, the "Improvement Area #1 Projects"), the City issued its $8,130,000 Special Assessment Revenue Bonds, Series 2018 (Timberbrook Public Improvement District No. 1 Improvement Area #1 Project) (the "Improvement Area #1 Bonds"). The Improvement Area #1 Bonds are secured by assessments levied against assessable property within Improvement Area #1 of the District only (the "Improvement Area #1 Assessments"). **The Improvement Area #1 Assessments are not security for the Bonds.**

To finance the cost of the Improvement Area #2 Improvements, the City issued its $20,270,000 Special Assessment Revenue Bonds, Series 2021 (Timberbrook Public Improvement District No. 1 Improvement Area #2 Project) (the "Improvement Area #2 Bonds"). The Improvement Area #2 Bonds are secured by assessments levied against assessable property within Improvement Area #2 of the District only (the "Improvement Area #2 Assessments"). **The Improvement Area #2 Assessments are not security for the Bonds.**

Future Indebtedness. The Developer expects to request the City to issue one or more series of phased bonds (each "Future Improvement Area Bonds") to finance the cost of future improvements within each phase of the District outside of Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4 (each a "Future Improvement Area") as the development proceeds. The estimated costs of such improvements benefiting Future Improvement Areas (the "Future Improvement Area Improvements") will be determined as Future Improvement Areas are developed, and the Service and Assessment Plan will be updated by the City to identify the improvements authorized by the PID Act, including those improvements listed in the Service and Assessment Plan to be constructed within Future Improvement Areas to be financed by each new 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 Area that benefit from the future improvements being financed.

The issuance of Future Improvement Area Bonds is contingent on the development of the District meeting certain conditions described in the indenture relating to the Major Improvement Area Bonds, the Development Agreement, and the Future Improvements Agreement. See "THE DEVELOPMENT – The Development Agreement," and "– The Future Improvements Agreement and the ETJ Development Agreement."

Only the Bonds are offered pursuant to this Limited Offering Memorandum. The Bonds, the Major Improvement Area Bonds, the Improvement Area #1 Bonds, the Improvement Area #2 Bonds, and the PID #2 Improvement Area #2 Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. None of the Major Improvement Area Bonds, the Improvement Area #1 Bonds, the Improvement Area #2 Bonds, or the PID #2 Improvement Area #2 Bonds are offered pursuant to this Limited Offering

Memorandum. Investors interested in purchasing such obligations should refer to the offering documents related thereto.

The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #3 Improvements, (ii) paying a portion of the costs incidental to the organization and administration of the District, and (iii) paying the Bond Issuance Costs, including funding a reserve fund and other costs related to the issuance of the Bonds. See "SOURCES AND USES OF FUNDS," "THE IMPROVEMENT AREA #3 IMPROVEMENTS," and "APPENDIX B – Form of Indenture."

Payment of the Bonds is secured by a first lien on, security interest in, and pledge of the Trust Estate, consisting primarily of Pledged Revenues derived from Assessments expected to be levied against Assessed Property within Improvement Area #3 of the District, all to the extent and upon the conditions described in the Indenture. See "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES," and "APPENDIX B – Form of Indenture."

The Bonds, any Refunding Bonds, and any Additional Obligations shall never constitute an indebtedness or general obligation of the City, the State of Texas (the "State"), or any other political subdivision of the State within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the full 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.

The Bonds, any Refunding Bonds, any Additional Obligations, and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. No Refunding Bonds, Additional Obligations, or Future Improvement Area Bonds issued or to be issued by the City are offered pursuant to this Limited Offering Memorandum.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser (each, an "Investor") 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 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 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the "Investor Information"). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor's purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor's decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

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

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

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

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth on 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 March 1, 2026 (each an "Interest Payment Date"), until maturity or prior redemption. Wilmington Trust, National Association, is the initial Trustee, Paying Agent, and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $100,000 of principal and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $100,000 then the authorized denomination of such Outstanding Bond shall be the amount of such Outstanding Bond ("Authorized Denominations"). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will be made in book-entry-only form. See "BOOK-ENTRY ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem the Bonds maturing on or after September 1, 20___, before their scheduled maturity dates in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the price equal to the principal amount to be redeemed plus accrued interest to the date of redemption (the "Redemption Price").

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 and in an amount and on any date specified in a City Certificate, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to various provisions of the Indenture), or any other transfers to the Redemption Fund under the terms of the Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of the Indenture. The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to the Indenture. See "ASSESSMENT PROCEDURES – Prepayment of Assessments" for a description of Prepayments. See also "APPENDIX B – Form of 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 pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

$_____ Bonds Maturing September 1, 20__

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__	
September 1, 20__†	

$_____ Bonds Maturing September 1, 20__

Mandatory Sinking Fund Redemption Date	Sinking Fund Installment
September 1, 20__	$
September 1, 20__	
September 1, 20__	
September 1, 20__†	

† Stated Maturity

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select a principal amount of Bonds (in accordance with the Indenture) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to the mandatory sinking fund redemption described above shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 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.

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 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption. Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first class, 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. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption 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.

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.

Additional Provisions with Respect to Redemption. The following defined terms apply to this subsection:

"Substantial Amount Redemption" means an extraordinary optional redemption of a principal amount of the Bonds that is greater than or equal to 10% of the Outstanding principal amount of the Bonds.

"Minor Amount Redemption" means an extraordinary optional redemption of a principal amount of the Bonds that is less than 10% of the Outstanding principal amount of the Bonds.

If less than all of the Bonds are to be redeemed pursuant to a mandatory sinking fund redemption, an optional redemption, or an extraordinary optional redemption, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral multiple 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 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.

In selecting the Bonds to be redeemed pursuant to a mandatory sinking fund redemption, the Trustee may select Bonds randomly by lot.

In selecting the Bonds to be redeemed pursuant to an optional redemption, the Trustee may rely on the directions provided in a City Certificate.

If less than all of the Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds shall be redeemed in inverse order of maturity.

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

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, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission, 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"). DTC has an S&P Global Ratings' rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

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 Direct and Indirect 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 Direct and Indirect 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 Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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

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

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

Principal, interest, and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest, and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar, or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect 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/REGISTRAR, THE CITY'S FINANCIAL ADVISOR, OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE

PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS, OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS

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."

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM A FIRST LIEN ON, SECURITY INTEREST IN, AND PLEDGE OF 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 ASSETS OF THE CITY OTHER THAN 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 TRUST ESTATE. SEE "APPENDIX B – FORM OF INDENTURE."

The principal of, premium, if any, and interest on the Bonds are payable solely from a first lien on, security interest in, and pledge of the Trust Estate, consisting primarily of Assessments levied against Assessed Property within Improvement Area #3 of the District, all to the extent and upon the conditions described in the Indenture. In accordance with the PID Act, the City has caused the preparation of a preliminary amended and restated Service and Assessment Plan in connection with the levy of the Assessments and expects to adopt a final amended and restated Service and Assessment Plan in connection with the authorization of the issuance of the Bonds, which will reflect the actual interest rate on the Bonds, as well as Additional Interest collected pursuant to Section 372.018(a) of the PID Act. The Service and Assessment Plan describes the special benefit received by the property within the District, including Improvement Area #3, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of assessments, including the Assessments, and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX C – Form of Service and Assessment Plan."

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance, and other provisions of applicable law to finance the Improvement Area #3 Improvements by levying Assessments upon Assessed Property 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 Improvement Area #3, see "ASSESSMENT PROCEDURES" and "APPENDIX C – Form of Service and Assessment Plan."

The Bonds are secured by a first lien on, security interest in, and pledge of the Trust Estate, consisting primarily of Assessment Revenue, all to the extent and upon the conditions described herein and in the Indenture.

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

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments, pursuant to Section 372.018 of the PID Act.

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

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Improvement Area #3 Assessment Roll attached to the Service and Assessment Plan and Exhibit J-1, which annual payment includes the Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in the Indenture and as calculated in the Service and Assessment Plan or in any Annual Service Plan Update. *This term is defined in the Service and Assessment Plan as the "Improvement Area #3 Annual Installment."*

"Annual Service Plan Update" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, as required by the PID Act and the Service and Assessment Plan.

"Assessed Parcel" means each parcel of land located within Improvement Area #3 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels. *This term is defined in the Service and Assessment Plan as the "Improvement Area #3 Assessed Property."*

"Assessment Revenue" means monies 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 an Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Assessments" means the aggregate assessments shown on the Improvement Area #3 Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, as shown on the Improvement Area #3 Assessment Roll or in the Service and Assessment Plan, subject to reallocation upon the subdivision of an Assessed Parcel or consolidation of multiple Assessed Parcels or reduction according to the provisions of the Service and Assessment Plan and the PID Act. *This term is defined in the Service and Assessment Plan as the "Improvement Area #3 Assessments."*

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of delinquent Assessments or delinquent Annual Installments due under the Service and Assessment Plan and in accordance with the PID Act, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing the Assessment, interest, and penalty interest.

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

"Improvement Area #3 Assessment Roll" means the Improvement Area #3 Assessment Roll attached as Exhibit J-1 to the Service and Assessment Plan, or any other assessment roll for Improvement Area #3 set forth in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment levied against each parcel of Assessed Property related to the Bonds and the Improvement Area #3 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses, and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"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 Annual Installment.

"Trust Estate" means (i) all Pledged Revenues and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and 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 (ii) 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 under the Indenture by the City or by anyone on its behalf or with its written consent.

The City covenants, agrees, and warrants in the Indenture that, for so long as any Bonds are Outstanding, and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #3 Improvements in accordance with the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement, it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof to be 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. See "– Pledged Revenue Fund," "APPENDIX B – Form of Indenture," and "APPENDIX C – Form of Service and Assessment Plan."

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Assessed Property, superior to all other liens 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, and runs with the land. Pursuant to the PID Act, the Assessment Lien is effective from the date of adoption of the Assessment Ordinance on August 28, 2025, until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES."

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."

Collection and Enforcement of Assessments

For so long as any Bonds are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #3 Improvements pursuant to the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement, 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 not reduction, abatement, or exemption in the Assessments.

The Assessments assessed to pay debt service on the 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 Bonds. An Annual Installment of an Assessment will be made payable in the Assessment Ordinance in each fiscal year of the City preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements attributable to the Bonds in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Assessments on each parcel, tract, or lot which are to be collected in each year during the term of the Bonds is shown on the Improvement Area #3 Assessment Roll. Sums received from the collection of the Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds, and penalties) and of the interest thereon shall be deposited into the Bond Pledged Revenue Account of the Pledged Revenue Fund. Notwithstanding the foregoing, 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 the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund. 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. See "SECURITY FOR THE BONDS – Pledged Revenue Fund" and "APPENDIX B – Form of Indenture."

The portions of the Annual Installments of Assessments collected to pay Administrative Expenses shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Assessments on Assessed Property in 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 Assessments shall be effective on the date, and strictly in accordance with the terms, of adoption of the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments assessed to pay debt service on the Bonds will be calculated at the rate of interest on the Bonds plus the Additional Interest Rate, calculated on the basis of a 360-day year of twelve 30-day months. Such rates may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated annually and shall be due on or about October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due when billed on or about October 1, 2025, and will be delinquent if not paid prior to February 1, 2026.

As authorized by Section 372.018(b) of the PID Act, the City will levy, assess, and collect, each year while the Bonds are Outstanding and unpaid, as part of the Annual Installment, an amount to pay the Administrative Expenses. The portion of each Annual Installment used to pay Administrative Expenses shall remain in effect each year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The amounts levied to pay Administrative Expenses shall be due in the manner set forth in the Assessment Ordinance when billed, expected to be on or about October 1 of each year and

shall be delinquent if not paid by February 1 of the following year. Amounts collected for Administrative Expenses do not secure repayment of the Bonds.

There is no discount for the early payment of Assessments.

The PID Act provides that the Assessment Lien is 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 adoption of the Assessment Ordinance until the Assessments are paid (or otherwise discharged).

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

Perfected Security Interest

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture, or any other act; all as provided in Texas Government Code, Chapter 1208, 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 from and after the Closing Date. 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 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. See "APPENDIX B – Form of Indenture."

Pledged Revenue Fund

The Indenture provides for the creation of a Pledged Revenue Fund to be held by the Trustee. The City directs the Trustee in the Indenture, on or before February 15 of each year while the Bonds are Outstanding, and beginning February 15, 2026, to deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) *first*, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year, (ii) *second*, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) *third*, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with the Indenture, (iv) *fourth*, to pay Actual Costs of the Improvement Area #3 Improvements as identified in a City Certificate delivered to the Trustee, and (v) *fifth*, *to* pay other costs permitted by the PID Act as identified in a City Certificate delivered to the Trustee.

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

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

Notwithstanding the deposits described in (i) *first* through (v) *fifth* above, 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.

Notwithstanding the deposits described in (i) *first* through (v) *fifth* above, the Trustee shall deposit Foreclosure Proceeds (as identified in a City Certificate) to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds, as directed pursuant to a City Certificate, *first*, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, *second*, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and *third,* to the Redemption Fund.

After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, and the other deposits described above, 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.

Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to the Indenture.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or 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 from the Reserve Fund amounts to cover the amount of such insufficiency in accordance with the provisions of the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Project Fund

Money on deposit in the Project Fund shall be used for the purposes described in "PLAN OF FINANCE – The Bonds."

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates or an executed, completed, and accepted Closing Disbursement Request.

Disbursements from the Improvement Area #3 Improvements Account of the Project Fund to pay Actual Costs of the Improvement Area #3 Improvements shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Improvement Area #3 Improvements Account of the Project Fund pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement. Such provisions and procedures related to such disbursements contained in the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement are incorporated by reference into the Indenture and deemed set forth therein in full, provided that the Trustee shall be permitted to rely fully on any Certification for Payment, City Certificate, or other written direction pursuant to the Indenture without independent investigation.

If the City Representative determines in his or her reasonable discretion that amounts then on deposit in the Improvement Area #3 Improvements Account of the Project Fund are not expected to be expended for purposes of the Improvement Area #3 Improvements Account of the Project Fund due to the abandonment, or constructive abandonment, of the Improvement Area #3 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #3 Improvements Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #3 Improvements Account of the Project Fund that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts identified in the City Certificate on deposit in the Improvement Area #3 Improvements Account of the Project Fund 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.

In making any determination pursuant to the Indenture, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

Upon the filing of a City Certificate stating that all Improvement Area #3 Improvements have been completed and that all Actual Costs of the Improvement Area #3 Improvements have been paid, or that any such Actual Costs of the Improvement Area #3 Improvements are not required to be paid from the Improvement Area #3 Improvements Account of the Project Fund pursuant to a Certification for Payment or written direction from the City or its designee, the Trustee shall (i) transfer the amount, if any, remaining within the Improvement Area #3 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to the Indenture as directed by the City Representative in a City Certificate filed with the Trustee, and (ii) shall close the Improvement Area #3 Improvements Account of the Project Fund. If the Improvement Area #3 Improvements Account of the Project Fund has been closed as provided in the Indenture and the Costs of Issuance Account of the Project Fund has been closed pursuant to the provisions of the Indenture, the Project Fund shall be closed.

Not later than six months following the Closing Date, or upon an earlier 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 to the Improvement Area #3 Improvements Account of the Project Fund and used to pay Actual Costs, or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed. See "APPENDIX B – Form of Indenture."

Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds. The Reserve Account will be funded initially with proceeds of the Bonds in the amount of the initial Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" means the least of (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $_____[*] which is an amount equal to the [Maximum Annual Debt Service] on the Bonds as of the Closing Date.

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

Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to the Indenture, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve

[*] To be completed upon pricing of the Bonds.

Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under the Indenture, the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Whenever, on any Interest Payment Date, or on any other date at the written 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 of the amount of the excess via access to its online portfolio system. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with the Indenture, unless within 30 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due to the Rebate Fund, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the Closing Date, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

If, after a Reserve Account withdrawal pursuant to the Indenture, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with the Indenture.

If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

At the final maturity of the Bonds, the amounts on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

Additional Interest Reserve Account of the Reserve Fund

Pursuant to the Indenture, an Additional Interest Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2026, an amount equal to the Additional Interest collected, if any, and as shown on the Improvement Area #3 Assessment Roll attached to the Service and Assessment Plan or an Annual Service Plan Update, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any later time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to the Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished to the Additional Interest Reserve Requirement. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund and shall notify the City of such transfer in writing. In transferring the amounts to be transferred pursuant to the Indenture, the Trustee may

conclusively rely on the Annual Installments as shown on the Improvement Area #3 Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update unless and until it receives a City Certificate directing that a different amount be used.

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

The Additional Interest Reserve Requirement is an amount equal to 5.5% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account. See "APPENDIX B – Form of Indenture" and "APPENDIX C – Form of Service and Assessment Plan."

Administrative Fund

The Indenture provides for the creation of an Administrative Fund, and a District Administration Account within such Fund, to be held by the Trustee. The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay the Administrative Expenses and Delinquent Collection Costs. Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered under the Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan. See "APPENDIX C – Form of Service and Assessment Plan."

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.

Bonds Deemed Paid

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (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 for such purpose, shall be sufficient to pay when due the principal of and interest on the Bonds to become due on such 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 or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the 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 Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

"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 Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "PFIA"); and provided further such investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time. 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 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:

1. The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of 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 Bonds when the same becomes due and payable and such failure is not remedied within 30 days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

4. 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 90 days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Notwithstanding the foregoing, nothing in the Indenture will be viewed to be an Event of Default if it is in violation of any applicable state law or court order.

Remedies in Event of Default

Subject to provisions of the Indenture with respect to limits on liability of the City, upon the happening and continuance of any Event of Default, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners 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 the Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

THE PRINCIPAL OF THE 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 Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due 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 as a result of any Event of Default, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim, and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit, or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit, or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 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 written direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the 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 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 under the Indenture except in the manner provided therein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided therein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request, and furnishing of indemnity set forth above shall, at the option of the Trustee, as advised by counsel, be conditions precedent to the execution of the powers and trusts of 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 limits on liability of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued under the Indenture to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the 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 under the Indenture, 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 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 the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's 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 Bonds, as follows:

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

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

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of 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, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment of Funds

Except as otherwise described in the Indenture, money in any Fund or Account 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 days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits 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 of 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 PFIA, 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.

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

Against Encumbrances

Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance, or charge upon the Trust Estate, other than that specified in the Indenture,

or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding under the Indenture, and except as described below in "– Additional Obligations or Other Liens," the City shall not issue any bonds, notes, or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate, except for other indebtedness incurred in compliance with the Indenture.

Additional Obligations or Other Liens

The City reserves the right, subject to the provisions contained in the Indenture, 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 the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues or assessments levied against the Assessed Property so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

Other than 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 the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of the Indenture or the priority thereof might or could be lost or impaired.

Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Trust Estate so long as such pledge is subordinate to the pledge of Trust Estate securing payment of the Bonds.

Notwithstanding any contrary provision of the Indenture, the City shall not issue Refunding Bonds, Additional Obligations, or subordinate obligations unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations, or subordinate obligations are scheduled to mature on September 1 of the years in which principal is scheduled to mature, and (2) the interest on such Refunding Bonds, Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

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SOURCES AND USES OF FUNDS [*]

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

Sources of Funds:	
Principal Amount	$
TOTAL SOURCES	**$**
Use of Funds:	
Deposit to Improvement Area #3 Improvements Account of the Project Fund	$
Deposit to Costs of Issuance Account of the Project Fund	
Deposit to Reserve Account of the Reserve Fund	
Deposit to District Administration Account of the Administrative Fund	
Underwriter's Discount [(1)]	
TOTAL USES	**$**

[(1)] Includes fee of counsel to the Underwriter.

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[*] To be completed upon pricing of the Bonds.

DEBT SERVICE REQUIREMENTS [*]

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

Year Ending (September 30)	Principal	Interest	Total
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
Total			

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[*] To be completed upon pricing of the Bonds.

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 other than the City. Such taxes and assessments are payable in addition to the Assessments.

The City, Denton County, Texas (the "County"), and Northwest Independent School District ("Northwest ISD") 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.

The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #3 of the District.

Overlapping Taxes in Improvement Area #3

Taxing Entity	Tax Year 2024 Ad Valorem Tax Rate [1]
The City	$0.600118
Denton County	0.187869
Northwest ISD	1.087900
Total Current Tax Rate	**$1.875887**
Average Major Improvement Area Annual Installment of Major Improvement Area Assessment allocable to Assessed Property as an Equivalent Tax Rate [2]	$0.057908
Estimated Average Annual Installment of Assessment as an Equivalent Tax Rate [3]	$0.553584
Estimated Total Tax Rate and Average Major Improvement Area Annual Installment of the Major Improvement Area Assessment allocable to Assessed Property and the Estimated Average Annual Installment of Assessments in Improvement Area #3 of the District as an Equivalent Tax Rate [4]	**$2.487379**

[1] As reported by the taxing entities. Per $100 in value.

[2] Includes the Major Improvement Area Assessments allocated to Assessed Property. Does not include the Assessments.

[3] *Preliminary; subject to change.* Includes Assessments levied for payment of the Bonds. Does not include the Major Improvement Area Assessments. Derived from information in the Service and Assessment Plan and from lot counts and estimated buildout values provided by the Developer. Shown as an equivalent tax rate for illustration purposes only. See "ASSESSMENT PROCEDURES – Assessment Amounts – Method of Apportionment of Assessments" and "APPENDIX C – Form of Service and Assessment Plan."

[4] *Preliminary; subject to change*. Includes the Assessments and the Major Improvement Area Assessments allocated to Assessed Property in Improvement Area #3.

Source: Denton Central Appraisal District and the Service and Assessment Plan.

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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, as of August 1, 2025, and City debt to be secured by the Assessments:

Overlapping Debt in Improvement Area #3

Taxing or Assessing Entity	Gross Outstanding Debt as of August 1, 2025	Estimated Percentage Applicable [1]	Direct and Estimated Overlapping Debt [1]
The City (Assessments – Bonds)	$ 6,381,000 *	100.00%	$ 6,381,000 *
The City (Major Improvement Area Bonds allocable to Improvement Area #3) [2]	945,800	100.00%	945,800
The City (Ad Valorem Taxes) [3]	39,650,000	1.66%	659,052
Denton County	734,040,000	0.01%	76,409
Northwest Independent School District	2,988,390,000	0.09%	2,753,554
Total	**$3,769,406,800**		**$10,815,815**

* *Preliminary, subject to change.*

[1] Based on the Appraisal "As Complete" value for Improvement Area #3 and on the 2024 Net Taxable Assessed Valuations for the taxing entities. See "APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #3."

[2] Represents Improvement Area #3's allocable share of the outstanding Major Improvement Area Bonds. Derived from information in the Service and Assessment Plan.

[3] The City has called an election to be held in November 2025 to authorize the issuance of $19 million in ad valorem tax debt.

Sources: Denton Central Appraisal District, Municipal Advisory Council of Texas, and the Appraisal.

Agricultural Valuation

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

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous three (3) years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

The majority of the property within Improvement Area #3 is currently subject to an agricultural valuation with respect to its ad valorem taxes. The Developer expects the agricultural valuation to terminate in the fourth quarter of 2025. If all land within Improvement Area #3 were to have a change in use in 2025, the Developer expects that the associated rollback taxes would equal approximately $87,300.31.

Homeowners' Association Dues

In addition to the Assessments described above, the Developer anticipates that each single-family residential lot owner in Improvement Area #3 of the District will pay a property owner's association fee to Timberbrook Homeowners' Association, Inc. (the "HOA"), in the approximate amount of $800 annually.

ASSESSMENT PROCEDURES

Capitalized terms used in "ASSESSMENT PROCEDURES" and not otherwise defined in the Indenture or this Limited Offering Memorandum have the meanings assigned to such terms in the Service and Assessment Plan.

General

As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #3 Improvements by levying the Assessments, it must adopt a resolution generally describing the Improvement Area #3 Improvements and the land within Improvement Area #3 of the District to be subject to Assessments to pay the cost therefor. The City has caused the Improvement Area #3 Assessment Roll to be prepared, which shows the land within Improvement Area #3 of the District to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land, and the number of Annual Installments into which the Assessment is divided. The Improvement Area #3 Assessment Roll was or will be filed with the City Secretary and made available for public inspection. Statutory notice will be given to the owners of the Assessed Property 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 Improvements and funding a portion of the same with Assessments. The City Council intends to consider a levy of the Assessments and adoption of the Assessment Ordinance on August 28, 2025. After adoption of the Assessment Ordinance, the Assessments will become legal, valid, and binding liens upon the Assessed Property.

Under the PID Act, the costs of the Improvement Area #3 Improvements to be defrayed through Assessments may be assessed by the City against the Assessed Property in Improvement Area #3 of the District so long as the special benefit conferred upon the Assessed Property by the Improvement Area #3 Improvements equals or exceeds the Assessments. The costs of the Improvement Area #3 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Parcels similarly benefited. The allocation of benefits and assessments to the benefitted land within the District, including land in Improvement Area #3, 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 Assessed Property as a result of the Improvement Area #3 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #3 Improvements to Parcels in a manner that results in equal shares of costs being apportioned to Parcels similarly benefited. As set forth in the Service and Assessment Plan, a portion of the costs of the Improvement Area #3 Improvements is being funded with proceeds of the Bonds, which are payable from and secured by the Trust Estate, consisting primarily of the Assessment Revenues. As set forth in the Service and Assessment Plan, the City Council has determined that the Actual Costs associated with the Improvement Area #3 Improvements will be allocated to the Assessed Property by spreading the entire Assessment across all Assessed Property within Improvement Area #3 of the District based on the ratio of Estimated Buildout Value of each Lot Type in Improvement Area #3 to the Estimated Buildout Value of all Assessed Property within Improvement Area #3.

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The following table provides additional analysis with respect to assessment methodology, including the value to Assessment burden ratio per Lot Type and leverage per Lot Type related to the Assessments applicable to Improvement Area #3. The information in the table was obtained from and calculated using information provided in the Service and Assessment Plan. See "APPENDIX C – Form of Service and Assessment Plan."

Estimated Leverage per Lot Type in Improvement Area #3 *

Lot Type	Planned No. of Lots	Estimated Finished Value per Lot Type (1)	Estimated Buildout Value per Lot Type (1)	Outstanding Allocable Share of Major Improvement Area Assessment per Lot Type	Estimated Assessment per Lot Type	Estimated Maximum Assessment per Lot Type (2)	Estimated Ratio of Estimated Finished Value to Estimated Maximum Assessment per Lot Type (1)	Estimated Ratio of Estimated Buildout Value to Estimated Maximum Assessment per Lot Type (1)
60', 65'	169	$120,000	$600,000	$5,417.93	$37,757.40	$43,175.32	2.78 : 1	13.90 : 1

* *Preliminary, subject to change.*

(1) Provided by Developer.

(2) The Service and Assessment Plan provides that the assessment per Lot Type may not exceed the "Maximum Assessment," which means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to Section VI.A or Section VI.B of the Service and Assessment Plan, or (2) for each Lot Type, the amount shown on Exhibit E to the Service and Assessment Plan. The Maximum Assessment for each Lot Type in Improvement Area #3, at the time of the levy of the Assessments, is the sum of the outstanding allocable share of the Major Improvement Area Assessment per Lot Type and the estimated Assessment per Lot Type. The $37,757.40 portion of the Maximum Assessment per Lot Type in Improvement Area #3 secures the Bonds and $5,417.93 portion of the Maximum Assessment per Lot Type in Improvement Area #3 secures the Major Improvement Area Bonds. See "APPENDIX C – Form of Service and Assessment Plan."

Source: The Developer, the Administrator, and information presented in the Service and Assessment Plan

For further explanation of the Assessment methodology, see "APPENDIX C – Form of Service and Assessment Plan."

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefitted within Improvement Area #3. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers within Improvement Area #3 of the District. See "APPENDIX C – Form of Service and Assessment Plan."

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 ad valorem taxes of the City. The 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 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."

In the Indenture, the City covenants to collect, or cause to be collected, 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. Administrative Expenses shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City covenants, agrees, and warrants that, for so long as any Bonds are Outstanding, 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. See "SECURITY FOR THE BONDS – Collection of Assessments and Enforcement of Lien."

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 will not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property. See "SECURITY FOR THE BONDS – Collection and Enforcement of Assessments."

The City expects that it will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit D of the Continuing Disclosure Agreement of Issuer set forth in APPENDIX E-1 and 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 Assessments.

The City will 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 due when billed on or about October 1 each year and become delinquent on February 1. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment Received	Cumulative Penalty	Cumulative Interest	Total
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 Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The amounts of the 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 within Improvement Area #3. The Annual Installments of the Assessments may not exceed the amounts shown on the Improvement Area #3 Assessment Roll. The Assessments will be levied against the Parcels

comprising the Assessed Property 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 Bonds, the Additional Interest, and actual Administrative Expenses (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.

If the debt service on issued and Outstanding Bonds is reduced as the result of an economic refunding of the Bonds, Prepayment of Assessments, or redemption of Bonds, then there would be a corresponding reduction in the Assessments and the Annual Installments. See "APPENDIX C – Form of Service and Assessment Plan." In such case, the reduced Assessment and Annual Installment, as shown on the Improvement Area #3 Assessment Roll, shall be reflected in the next Annual Service Plan Update and approved by City Council.

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Parcels consisting of the Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel in Improvement Area #3 to the Estimated Buildout Value of all Parcels in Improvement Area #3.

Division Prior to Recording of Subdivision Plat. Upon the division of any Assessed Property prior to the recording of a subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meaning:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as relying on information from homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Improvement Area #3 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 shall be reflected in the next Annual Service Plan Update and approved by the City Council.

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-Benefitted Property
E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer 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 considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

Upon Consolidation. If two or more Lots or Parcels are consolidated into a single Parcel or Lot, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments.

The following table reflects the estimated allocation of Assessments to be levied and collected per Lot Type.

Estimated Allocation of Assessments and Major Improvement Area Assessments *

Lot Type	Planned No. of Lots	Estimated Buildout Value per Lot Type (1)	Outstanding Allocable Share of Major Improvement Area Assessment per Lot Type	Estimated Assessment per Lot Type	Estimated Maximum Assessment per Lot Type (2)	Estimated Average Annual Installment of Estimated Maximum Assessment per Lot Type (2)	Estimated Tax Rate Per $100 Assessed Value Based on Estimated Buildout Value (2), (3)
60', 65'	169	$600,000	$5,417.93	$37,757.40	$43,175.32	$3,668.95	$0.611492

* *Preliminary, subject to change.*
(1) Provided by Developer.
(2) The Service and Assessment Plan provides that the assessment per Lot Type may not exceed the "Maximum Assessment," which means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to Section VI.A or Section VI.B of the Service and Assessment Plan, or (2) for each Lot Type, the amount shown on Exhibit E to the Service and Assessment Plan. The Maximum Assessment for each Lot Type in Improvement Area #3, at the time of the levy of the Assessments, is the sum of the outstanding allocable share of the Major Improvement Area Assessment per Lot Type and the estimated Assessment per Lot Type. The $37,757.40 portion of the Maximum Assessment per Lot Type in Improvement Area #3 secures the Bonds and $5,417.93 portion of the Maximum Assessment per Lot Type in Improvement Area #3 secures the Major Improvement Area Bonds. See "APPENDIX C – Form of Service and Assessment Plan."
(3) Per $100 of home value.

Source: The Developer, the Administrator, and information presented in the Service and Assessment Plan

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any Assessed Property may make a Prepayment at any time, all or part of an Assessment levied against such owner's Assessed Property, together with accrued interest

to the date of payment. 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 Assessment are not to be considered a Prepayment but rather are to be treated as payment of regularly scheduled Assessments.

Priority of Lien

The 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 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 Assessed Parcel may pay the entire 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 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 Assessment will be subject to the lien established for remaining unpaid installments of the 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 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 the 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 Assessment on the corresponding Assessed Parcel.

In the Indenture, the City covenants to 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 cause no reduction, abatement, or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX B – Form of Indenture." See also "APPENDIX E-1 – Form of Disclosure Agreement of Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

The Indenture provides for the creation of the Additional Interest Reserve Account under the Reserve Fund and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If funds in the Administrative Fund are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "SECURITY FOR THE BONDS – Additional Interest Reserve Account of the Reserve Fund," "APPENDIX B – Form of Indenture," and "APPENDIX C – Form of Service and Assessment Plan."

THE CITY

Background

The City of Justin is located in southwest Denton County, 23 miles north of Fort Worth. Access to the City is provided by FM 407 and FM 156. The City is approximately 6 miles west of I-35W, and 5 miles north of the Texas Motor Speedway. The City's location as part of the growing Dallas-Fort Worth-Arlington Metroplex has resulted in rapid growth over the last several years. The City's 2020 census population was 4,409. The City estimates that its population as of January 1, 2025, was 7,537.

City Government

The City is a political subdivision and a home-rule municipality of the State, duly organized and existing under the laws of the State. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Councilmembers. The Mayor is elected for a three-year term and Councilmembers are elected for staggered two-year terms. The City Manager is the chief administration officer for the City.

The current members of the City Council and the principal administrators of the City are shown on page ii hereof. General information regarding the City and the surrounding area can be found in "APPENDIX A – General Information Regarding the City and Surrounding Area."

Water and Wastewater

The City will provide both water and wastewater services to the District. The City's existing water and wastewater systems are sufficient to serve the Development, including Improvement Area #3 of the District.

The City acquires its water through a contract with the Upper Trinity Regional Water District ("UTRWD"). The City's agreement with UTRWD allows for 2.05 million gallons per day ("mgd") of water per year. The City has a total elevated storage capacity of 2.6 million gallons and 1.5 million gallons of ground storage capacity. The Water Tower Facilities (defined herein) constructed by the Developer pursuant to the Development Agreement provide 1,000,000 gallons of such elevated storage capacity and 1,000,000 of such ground storage capacity. See "THE DEVELOPMENT – Development Agreement."

The City's sanitary sewer system consists of 4 lift stations and 1 wastewater treatment facility at its wastewater treatment plant. The City's current wastewater treatment facility is located off of 1st Street and FM 156 on the southeast side of the City. Currently, the total treatment capacity of the City's facility is approximately 0.8 mgd. The City's wastewater treatment plant is currently nearing 75% capacity. The City is working on capital projects which will increase the maximum wastewater treatment capacity, including contracting with the Trinity River Authority and others for the design, construction, and financing of a sanitary sewer pipeline that will connect the City's plant to the Denton Creek Regional Wastewater System treatment plant.

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. 513-17 of the City adopted on September 25, 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 Improvements, 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. The site plan of the property within the District (and PID #2) is included on page v.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, pay, 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 District is located within the corporate boundaries of the City. The PID Act provides that the City may levy and collect special assessments on property in the District, or portions thereof, payable in periodic installments to pay all or a part of its cost based on the benefit conferred by an improvement project.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, pay, or reimburse the Developer for the costs of financing, acquisition, construction, or improvement of the Improvement Area #3 Improvements. See "THE IMPROVEMENT AREA #3 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 street, water, sanitary sewer, and storm drainage improvements comprising the Improvement Area #3 Improvements and certain related soft costs, and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues and other assets comprising the Trust Estate. See "ASSESSMENT PROCEDURES" and "APPENDIX C – Form of Service and Assessment Plan."

Collection and Delinquency History of the Timberbrook Development

Following is collection and delinquency history of the Timberbrook Development, including the District and PID #2.

The District. On March 26, 2018, the City levied the Major Improvement Area Assessments in the Major Improvement Area of the District. The initial annual installments of such assessments were due and payable on or before January 31, 2019.

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

Collection and Delinquency of Major Improvement Area Assessments

Assessments Due 1/31 [1]	Annual Installments	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Annual Installments Collected [2]
2019	$ 55,899.70	14	$0.00	0.00%	$0.00	0.00%	$ 55,899.70
2020	565,647.52	14	0.00	0.00%	0.00	0.00%	565,647.52
2021	566,726.56	14	0.00	0.00%	0.00	0.00%	566,726.56
2022	555,870.79	14	0.00	0.00%	0.00	0.00%	555,870.79
2023	555,248.27	94	$516.27	0.09%	$466.30	0.08%	554,781.97
2024	536,967.83	388	1,080.89	0.20%	0.00	0.00%	536,967.83
2025	540,254.67	628	3,784.51	0.70%	0.00	0.00%	540,254.67

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

[2] Excludes penalties and interest and any prepayments of such assessments.

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On March 26, 2018, the City levied the Improvement Area #1 Assessments in Improvement Area #1 of the District. The initial annual installments of such assessments were due and payable on or before January 31, 2019.

The following table shows the collection and delinquency history of the assessments in Improvement Area #1 of the District.

Collection and Delinquency of Improvement Area #1 Assessments

Assessments Due 1/31 [1]	Annual Installments	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Annual Installments Collected [2]
2019	$477,629.09	5	$ 6,960.76	1.46%	$6,960.76	1.46%	$477,629.09
2020	605,778.50	210	1,133.48	0.19%	0.00	0.00%	605,778.50
2021	606,590.80	220	35,522.16	5.86%	0.00	0.00%	605,506.76
2022	592,731.00	389	1,504.29	0.74%	0.00	0.00%	592,731.00
2023	596,050.59	389	3,401.84	1.12%	0.00	0.00%	596,050.59
2024	593,941.02	391	3,849.38	0.65%	0.00	0.00%	593,941.02
2025 [3]	598,703.70	392	6,589.95	1.10%	N/A	N/A	598,337.59

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

[2] Excludes penalties and interest and any prepayments of such assessments.

[3] Collections as of July 31, 2025, as reported by the Denton County Tax Office.

On June 28, 2021, and August 10, 2021, the City levied the Improvement Area #2 Assessments in Improvement Area #2 of the District. The initial annual installments of such assessments were due and payable on or before January 31, 2022.

The following table shows the collection and delinquency history of the assessments in Improvement Area #2 of the District.

Collection and Delinquency of Improvement Area #2 Assessments

Assessments Due 1/31 [1]	Annual Installments	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Annual Installments Collected [2]
2022	$ 295,186.92	11	$0.00	0.000%	$0.00	0.000%	$ 295,186.92
2023	1,261,195.56	89	$1,870.70	0.001%	$1,689.63	0.001%	1,259,505.94
2024	1,215,996.40	377	3,978.92	0.327%	0.00	0.000%	1,215,996.40
2025	1,212,706.14	617	13,961.93	1.151%	0.00	0.000%	1,212,706.14

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

[2] Excludes penalties and interest and any prepayments of such assessments.

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PID #2. On March 8, 2024, the City levied assessments in improvement area #1 of PID #2. The initial annual installments of such assessments were due and payable on or before January 31, 2025.

The following table shows the collection and delinquency history of the assessments in improvement area #1 of PID #2.

Collection and Delinquency of Assessments in Improvement Area #1 of PID #2

Assessments Due 1/31 [1]	Annual Installments	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Annual Installments Collected [2]
2025	$458,642.50	2	$0.00	0.00%	$0.00	0.00%	$458,642.50

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

[2] Excludes penalties and interest and any prepayments of such assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF THE VARIOUS ASSESSMENTS IN THE TIMBERBROOK DEVELOPMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO ASSURANCE CAN BE GIVEN THAT THE COLLECTION OF THE ASSESSMENTS IN IMPROVEMENT AREA #3 OF THE DISTRICT WILL MIRROR THE COLLECTION HISTORY OF THE VARIOUS ASSESSMENTS IN OTHER IMPROVEMENT AREAS OF THE TIMBERBROOK DEVELOPMENT. NONE OF THE VARIOUS ASSESSMENTS IN THE MAJOR IMPROVEMENT AREA, IMPROVEMENT AREA #1, OR IMPROVEMENT AREA #2 OF THE DISTRICT OR IMPROVEMENT AREA #1 OF PID #2 ARE SECURITY FOR THE PAYMENT OF THE BONDS.

Prepayment History

The District. As of August 12, 2025, there have been 6 full prepayments of Major Improvement Area Assessments, 1 full prepayment of Improvement Area #1 Assessments, and 6 full prepayments of Improvement Area #2 Assessments. The following table shows the total amounts of such prepayments.

Assessment	Full Prepayments
Major Improvement Area Assessments	$ 206,653.24
Improvement Area #1 Assessments	17,996.94
Improvement Area #2 Assessments	823,311.72
Total	**$1,047,961.90**

PID #2. As of August 12, 2025, there have been no prepayments of assessments in improvement area #1 of PID #2.

Foreclosure History

As of August 12, 2025, there have been no foreclosure sales of any of the property in the District or in PID #2.

THE IMPROVEMENT AREA #3 IMPROVEMENTS

General

The Developer is responsible for the construction, acquisition, or purchase of the Improvement Area #3 Improvements, and the Developer or its designee will act as construction manager. A portion of the Improvement Area #3 Improvements will be funded with the proceeds of the Bonds. From the proceeds of the Bonds, the City will either pay directly or will reimburse the Developer for a portion of the costs actually incurred in developing and

constructing the Improvement Area #3 Improvements. The balance of the costs of the Improvement Area #3 Improvements will be paid by the Developer without reimbursement by the City.

Improvement Area #3 Improvements

The Improvement Area #3 Improvements consist of street, water, sanitary sewer, and storm drainage improvements and the soft costs related thereto benefitting only the Assessed Property, as described below.

Street Improvements. Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #3.

Water Improvements. Improvements including trench excavation and embedment, trench safety, PVC piping, water main connections, water meters, service connections, testing, related earthwork, excavation, erosion control, hydrants, platting, staking, steel encasement, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #3.

Sanitary Sewer Improvements. Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide wastewater service to all Lots in Improvement Area #3.

Storm Drainage Improvements. Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots within Improvement Area #3.

Soft Costs. Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer, and storm drainage improvements as described above.

The total costs of the Improvement Area #3 Improvements are expected to be approximately $6,557,005. A portion of such costs in the approximate amount of $5,187,618* is expected to be paid to the Developer from proceeds of the Bonds. The remainder of such costs in the approximate amount of $1,369,387* have been or will be paid by the Developer, without reimbursement by the City. As of June 30, 2025, the Developer has spent approximately $3,003,927 on costs of the Improvement Area #3 Improvements using cash available to the Developer and proceeds of the Revolving Credit Agreement. There are no liens on any land in Improvement Area #3 of the District, except the lien to be established by the Assessments and the lien of the Major Improvement Area Assessments allocable to the Assessed Property. See "SOURCES AND USES OF FUNDS," "THE DEVELOPER – History and Financing of the District," and "APPENDIX C – Form of Service and Assessment Plan."

The following table reflects the estimated total costs of the Improvement Area #3 Improvements.

Type of Improvement Area #3 Improvement	Costs
Street	$2,125,584
Water	768,960
Sanitary Sewer	1,133,121
Storm Drainage	843,899
Soft Costs	1,685,440
Total	**$6,557,005**

* *Preliminary, subject to change.*

Ownership and Maintenance of Improvement Area #3 Improvements

The Improvement Area #3 Improvements will be dedicated to and accepted by the City and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing operation, maintenance, and repair of Improvement Area #3 Improvements constructed and conveyed, as outlined in the Service and Assessment Plan. See "APPENDIX C – Form of Service and Assessment Plan."

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor, and the Underwriter, and none of the City, the City's Financial Advisor, or the Underwriter have any way of guaranteeing the accuracy of such information.

Overview

Timberbrook is an approximately 727.154-acre master-planned single family residential community. The Developer and JT, LLC acquired approximately 571.869 acres comprising a portion of the District in May and June of 2016. The Developer acquired an additional approximately 299.874 acres from JT, LLC in June 2023, including approximately 144.589 acres within the District and approximately 155.285 acres comprising PID #2. The District and PID #2 together constitute the Development, also referred to herein as "Timberbrook" or the "Timberbrook Development."

Timberbrook is expected to include approximately 1,820 single-family detached residential lots; two amenity centers, both of which include a swimming pool and cabana buildings, one of which includes a playground, and one of which will include two pickleball courts; one public park which includes an outdoor amphitheater, event lawn with shade structure, basketball court, and two pickleball courts; 6' wide hike and bike trails throughout the Development; an age-restricted active adult community on approximately 30.5 acres expected to include up to 160 detached condominium units; an elementary school on approximately 14.018 acres (located within the boundaries of the Development, but not included in the District or PID #2); a fire station site of approximately 2.149 acres; and approximately 17.89 acres of commercial space in Improvement Area #2 of the District that includes an early childhood development center and is expected to include other commercial and retail development (located along F.M. 407 as shown in the site plan below).

The District is expected to include 1,364 single-family lots and up to 160 active adult condominium units and PID #2 is expected to include 456 single-family lots. The active adult community is located in a portion of the Major Improvement Area of the District which is designated as "Improvement Area #4" in the Service and Assessment Plan. Such land is being developed as a private, gated age-restricted community with its own separate amenities by JT Ladera, LLC. The Developer does not own and is not developing such land or the active adult units.

The District. The Developer began development of Timberbrook in 2016 with the concurrent development of the Major Improvements as well as the local infrastructure benefitting only the lots within Improvement Area #1 of the District. Such development was followed by construction of the local improvements benefitting only the lots within Improvement Area #2 of the District. The Developer is now constructing the local improvements benefitting only the lots within Improvement Area #3 of the District.

The Developer expects approximately 17.89 acres within Improvement Area #2 of the District to be used for commercial or retail development and a church site. The first 3.9-acre commercial site was completed in the second quarter of 2025 and includes the early childhood development center. The Developer development of the second 7.7-acre commercial site to begin in 2026. The Developer does not have a current expectation regarding the timing of construction of the third 6.4-acre site, which is expected to be a church. The Major Improvement Area Assessment associated with the 6.4-acre tract was prepaid when a church purchased the land.

The District includes approximately 2.71 acres dedicated to municipal facilities, including approximately 1.63 acres for construction of the Water Tower Facilities. See "– The Future Improvements Agreement and the ETJ Development Agreement."

As of June 30, 2025, the Developer had completed construction of the public improvements benefitting 1,055 of the planned 1,364 lots in the District (Improvement Area #1, consisting of construction phases 1A, 1B, and 2; Improvement Area #2, consisting of construction phases 3A, 3B/4A, 4B, 5, and 6; and a portion of Improvement Area #3, such portion being the portion of construction phase 7 within the District). See the site plan below.

Improvement Area #3 of the District consists of the portion of construction phase 7 that lies within the District and all of construction phase 9. The Developer completed the portion of the Improvement Area #3 Improvements benefitting construction phase 7 in the second quarter of 2025 and expects to complete the portion of the Improvement Area #3 Improvements benefitting construction phase 9 in the first quarter of 2027. A portion of the proceeds of the Bonds will be used to finance a portion of the costs of the Improvement Area #3 Improvements.

PID #2. PID #2 was created in February 2024 and consists of approximately 155.285 acres comprised of all of construction phase 8 and portions of construction phases 7, 10, and 11 of Timberbrook. PID #2 is expected to include 456 single-family residential lots. PID #2 also includes approximately 2.149 acres to be dedicated to the City for use as a fire station site, approximately 21.39 acres that include a detention pond, easements, and open space.

As of June 30, 2025, the Developer had completed 155 single-family lots benefitting improvement area #1 of PID #2, consisting of all lots in the portion of construction phase 7 within PID #2. See the site plan below.

Shortly after the delivery of the Bonds, the Developer expects the City to issue the PID #2 Improvement Area #2 Bonds for the purpose of financing a portion of the costs of the public improvements benefiting improvement area #2 of PID #2, consisting of construction phase 8, which is located entirely within PID #2.

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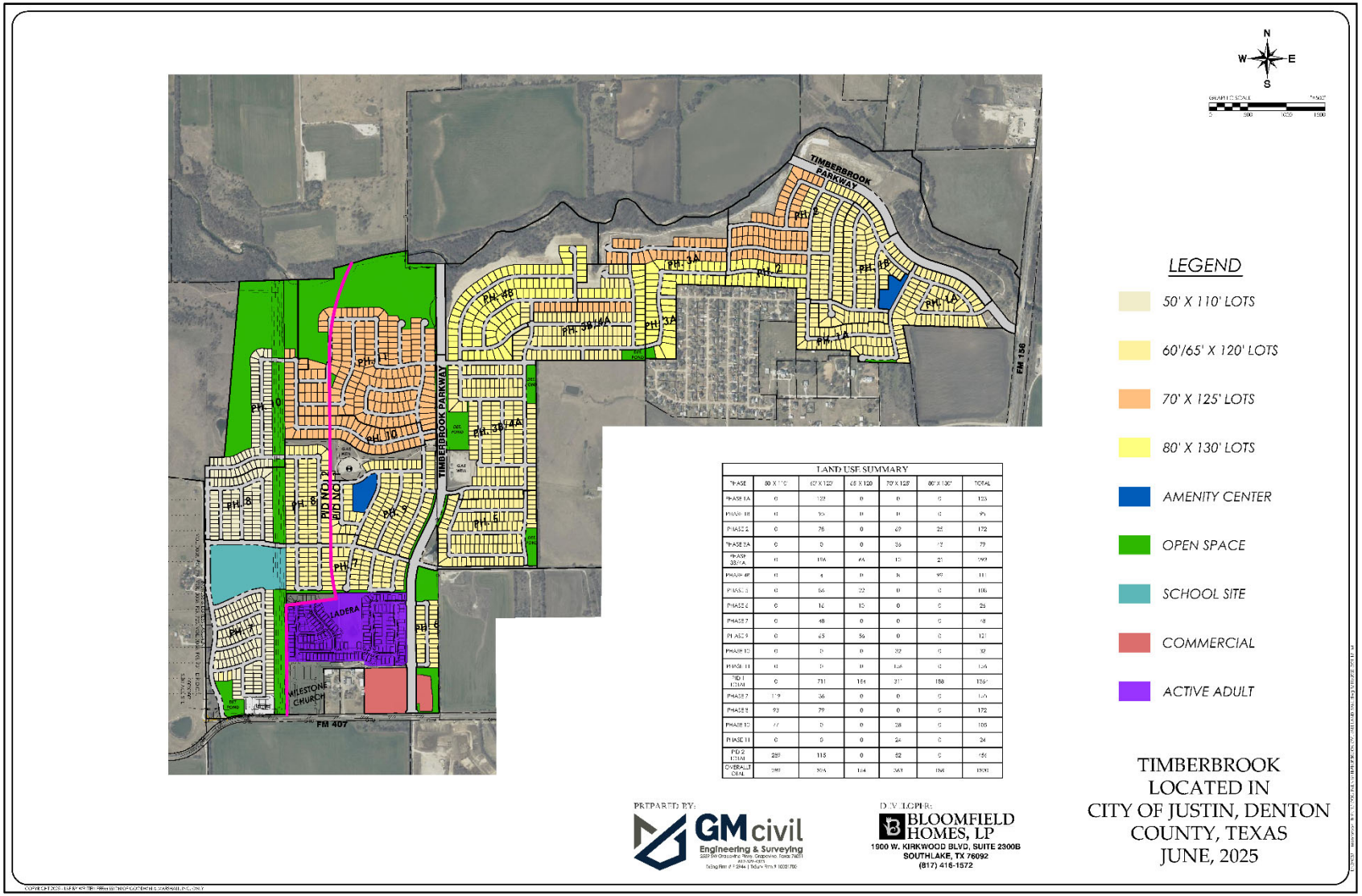
The current site plan for the Development follows:



Development within Timberbrook

Property within the Development is currently owned by individual homeowners, the Homebuilders, and the Developer. All property in Improvement Area #3 of the District is currently owned by the Developer. The Developer expects all home construction in the Development to be complete in 2031.

The District. The District is expected to include three different residential lot sizes: 60' lots (which includes 65' lots), 70' lots, and 80' lots. The actual and expected number of single-family residential units within Improvement Areas #1, #2, #3, and the Future Improvement Areas of the District by lot size are shown in the following table.

Actual and Expected Single-Family Residential Units Within the District [(1)]

Lot Size	Improvement Area #1	Improvement Area #2	Improvement Area #3	Future Improvement Areas	Total number of Lots
60'	296	400	169	–	865
70'	69	54	–	188	311
80'	25	163	–	–	188
Total	**390**	**617**	**169**	**188**	**1,364**

(1) Includes 18 model home lots.

The previously completed buildout of the single-family lots within Improvement Areas #1, #2, and phase 7 of Improvement Area #3 of the District and the Developer's current expectations regarding the buildout of the single-family lots within phase 9 of Improvement Area #3 and the Future Improvement Areas of the District are shown in the following table.

Actual/Expected Build-Out Schedule of Single-Family Lots Within the District

Improvement Area	Phase	Single-Family Lots	Actual/Expected Infrastructure Completion Date	Actual/Expected Final Sale Date of Lots to Builders
1	1A	123	Q4 2018	Q1 2020
	1B	95	Q4 2018	Q1 2020
	2A	103 [(1)]	Q2 2020	Q4 2020
	2B	69 [(1)]	Q2 2020	Q4 2020
2	3A	79	Q3 2021	Q3 2021 [(2)]
	3B/4A	293	Q3 2023	Q2 2024
	4B/5/6	245	Q3 2024	Q2 2025 [(3)]
3	7	48	Q2 2025	Q2 2027
	9	121	Q1 2027	Q4 2027
Future	10	32	Q1 2029	Q4 2030 [(4)]
	11	156	Q1 2029	Q4 2030 [(4)]
Total		**1,364**		

(1) There are five completed model homes and an additional 13 model home lots reserved for potential future model homes in Improvement Area #1. The expected completion date and expected final sale date do not include any such lots.

(2) The Developer expects to build all homes within phase 3A, therefore, the "final sale date of lots to builders" is the date of actual infrastructure completion.

(3) Excludes one model lot under contract to Mattamy.

(4) Developer estimates. The Developer has not entered into contracts for such lots.

The status of home construction and sales to homeowners within the District as of June 30, 2025, is shown in the following table:

Home Construction and Sales to Homeowners by Homebuilder Within the District

Improvement Area	Homebuilder	Lots Retained/ Under Contract	Lots Retained/Purchased	Homes Constructed	Homes Conveyed to Homeowners
1	Developer [1]	208	208	201	201
	Impression Homes	102	102	102	102
	Sandlin Brothers	80	80	80	80
		390	**390**	**383**	**383**
2	Developer	292	292	187	181
	Mattamy	1	–	–	–
	K. Hovnanian	3	–	–	–
	Pacesetter	1	–	–	–
	Impression Homes	160	160	59	52
	Sandlin Brothers	160	81	29	20
		617	**538**	**275**	**253**
3	Developer	81	81	–	–
	K. Hovnanian	22	–	–	–
	Pacesetter	26	–	–	–
	Mattamy	40	–	–	–
		169	**81**	**–**	**–**

[1] Includes 18 model home lots.

The single-family residential lot and home prices in Improvement Area #1 are as follows:

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

Lot Size	Number of Lots	Base Lot Price [1]	Average Home Price [2]
60’	294	$66,000	$346,302
70’	71	$77,000	$392,575
80’	25	$80,000	$399,875
Total	**390**		

[1] Based on actual lot prices in Lot Purchase Contracts.

[2] Based on homes sold as of July 1, 2021, the last dates for which the Developer had original sale prices. Publicly available active home listings in Improvement Area #1 show sale prices ranging from $450,000-$550,000 in Improvement Area #1.

The single-family residential lot and home prices in Improvement Area #2 as of June 30, 2025, are as follows:

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

Lot Size	Number of Lots	Base Lot Price [1]	Average Home Price [2]
60’	400	$90,000-97,500	$550,000
70’	54	$103,000	$600,000
80’	163	$116,000	$650,000
Total	**617**		

[1] Based on actual lot prices in Lot Purchase Contracts.

[2] Based on homes sold.

PID #2. PID #2 is planned to include three different residential lot sizes: 50' lots (which includes 55' lots), 60' lots (which includes 65' lots), and 70' lots. The expected number of single-family residential units within improvement areas #1 and #2 and planned improvement area #3 by lot size is shown in the following table.

Expected Single-Family Residential Units Within PID #2

Lot Size	PID #2 Improvement Area #1 [1]	PID #2 Improvement Area #2 [2]	PID #2 Planned Improvement Area #3 [3]	Total Number of Lots
50'	119	93	77	289
60'	36	79	–	115
70'	–	–	52	52
Total	**155**	**172**	**129**	**456**

[1] Improvement area #1 of PID #2 includes the portion of construction phase 7 that is within PID #2.

[2] Improvement area #2 of PID #2 includes construction phase 8, all of which is within PID #2.

[3] The Developer expects improvement area #3 of PID #2 to include the portions of construction phases 10 and 11 that are within PID #2.

The Developer's expectations regarding the buildout of the single-family lots within improvement areas #1 and #2 and planned improvement area #3 of PID #2 are shown in the following tables.

Expected Build-Out Schedule for PID #2

PID #2 Improvement Area	Phase	Number of Single-Family Lots	Expected Infrastructure Completion Date	Expected Final Sale Date of Lots to Homebuilders
#1	7	155	Q2 2025	Q3 2026
#2	8	172	Q1 2027	Q2 2028
Planned #3	10-11	129	Q1 2029	Q2 2030
Total		**456**		

Expected Absorption of Lots in Improvement Area #1 of PID #2

Expected Sale Dates to *Homebuilders*	50' Lot	60' Lot	Total Lots
2025	45	27	72
2026	74	9	83
Total	**119**	**36**	**155**

Expected Absorption of Homes in Improvement Area #1 of PID #2

Expected Sale Dates to *Homeowners*	50' Lot	60' Lot	Total Lots
2025	15	9	24
2026	69	27	96
2027	35	–	35
Total	**119**	**36**	**155**

Expected Absorption of Lots in Improvement Area #2 of PID #2

Expected Sale Dates to *Homebuilders*	50' Lot	60' Lot	Total Lots
2027	52	44	96
2028	41	35	76
Total	**93**	**79**	**172**

Expected Absorption of Homes in Improvement Area #2 of PID #2

Expected Sale Dates to *Homeowners*	50' Lot	60' Lot	Total Lots
2027	26	22	48
2028	52	44	96
2029	15	13	28
Total	**93**	**79**	**172**

The actual and expected single-family residential lot prices and expected home prices in PID #2 as of June 30, 2025, are as follows:

Lot Prices and Expected Average Home Prices in PID #2

Lot Size	Number of Lots	Base Lot Price	Expected Average Home Price [3]
IA #1			
50'	119	$100,000 [1]	$500,000
60'	36	$120,000 [1]	$600,000
Total	**155**		
IA #2			
50'	93	$100,000 [1]	$500,000
60'	79	$120,000 [1]	$600,000
Total	**172**		
Planned IA #3			
50'	77	$100,000 [2]	$500,000
70'	52	$140,000 [2]	$700,000
	129		

[1] Based on actual lot prices in the Lot Purchase Contracts.
[2] Developer estimates based on Lot Purchase Contracts for improvement areas #1 and #2 in PID #2.
[3] Developer estimates.

Development in Improvement Area #3 of the District

The Developer completed the Major Improvements in April 2020 and the local improvements in construction phase 7 of Improvement Area #3 in June 2025. The Developer began construction of the local improvements in construction phase 9 of Improvement Area #3 in July 2025 and expects to complete construction and transfer such improvements to the City in the first quarter of 2027.

Homebuilders and Lot Purchase Contracts within Improvement Area #3. All lots within Improvement Area #3 are 60' or 65' lots. The Developer has executed Lot Purchase Contracts with the Homebuilders for 88 of the 169 lots in Improvement Area #3. The Developer expects to construct homes on the remaining 81 lots. Pacesetter and K. Hovnanian's Lot Purchase Contracts also include all 155 lots within improvement area #1 of PID #2 and 172 lots within future improvement areas of PID #2.

The Homebuilders have collectively deposited $6,671,200 ($3,070,000 from Pacesetter, $3,060,000 from K. Hovnanian and $541,200 from Mattamy) in earnest money. The earnest money will be credited towards the purchase price at the respective lot closings. Additionally, there are circumstances described in the Lot Purchase Contracts the occurrence of which may result in the termination of such agreements.

The following table provides the number of lots within construction phase 7 and construction phase 9 of Improvement Area #3.

Improvement Area #3 Lots

Lot Size	Phase 7	Phase 9	Total
60’	48	121	169
Total	**48**	**121**	**169**

The following table provides the takedown schedule under the Lot Purchase Contracts.

Lot Purchase Contracts [(1)]

Homebuilder	Lot Size	Per Lot Purchase Price	Number of Lots	Takedown Schedule
Pacesetter [(2)]	60’	$120,000	26	12 lots within 10 days of Substantial Completion 12 lots every 90 days thereafter
K. Hovnanian [(2)]	60’	$120,000	22	12 lots within 10 days of Substantial Completion 12 lots every 90 days thereafter
Mattamy [(3)]	60’	$132,000	40	10 lots in Improvement Area #3 plus the model lot in Improvement Area #2 within 20 days of Substantial Completion 10 lots every 90 days thereafter
Total			**88**	

(1) Excludes the 81 lots on which the Developer will construct homes.

(2) The Lot Purchase Contracts with Pacesetter and K. Hovnanian apply to 48 lots within construction phase 9 of the District, 155 lots within improvement area #1 of PID #2, and 172 lots in improvement area #2 of PID #2. The takedown schedules include the purchase of lots in both the District and PID #2; however, Pacesetter and K. Hovnanian will not take down lots in the District until Q4 2025 and will not take down lots in improvement area #2 of PID #2 until Q1 2027 when such lots are completed.

(3) Excludes the model home lot to be purchased by Mattamy in Improvement Area #2.

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Buildout and Sale Schedule of Single-Family Lots within Improvement Area #3. As of June 30, 2025, neither the Developer nor the Homebuilders have commenced construction on any homes within Improvement Area #3. Pacesetter and K. Hovnanian are expected to begin to take down lots within Improvement Area #3 in Q4 2025 and Mattamy is expected to begin to take down lots in Q1 2027. The Developer expects to begin home construction on its lots by Q1 2027.

The anticipated schedule for sale of single-family lots to Pacesetter, K. Hovnanian and Mattamy pursuant to the Improvement Area #3 Lot Purchase Contracts is shown in the following table.

Expected Sale of Single-Family Lots to Homebuilders in Improvement Area #3 [(1)]

Year	Lots
2025	18
2026	30
2027	40
Total	**88**

(1) Excludes the 81 lots to be retained by the Developer.

The anticipated schedule for sale of single-family homes to homeowners within Improvement Area #3 is shown in the following table.

Expected Sale of Single-Family Lots to Homeowners in Improvement Area #3 [(1)]

Year	Lots
2026	33
2027	65
2028	71
Total	**169**

(1) Numbers include the 81 lots to be constructed by the Developer. Absorption schedules in the Appraisal may vary.

Estimated Lot and Home Prices in Improvement Area #3 and Future Improvement Area of the District. The following table provides the anticipated number of lots within Improvement Area #3 and the Future Improvement Area.

Estimated Single-Family Lot and Home Prices in Improvement Area #3

Lot Size	Number of Lots	Base Lot Price[(1)]	Average Home Price[(2)]
60’	169	$120,000	$600,000
Total	**169**		

(1) Based on actual lot prices in Lot Purchase Contracts.
(2) Provided by the Developer.

Estimated Single-Family Lot and Home Prices in the Future Improvement Areas (Phases 10-11)

Lot Size	Number of Lots	Base Lot Price[(1)]	Average Home Price[(1)]
70’	188	$150,000	$750,000
Total	**188**		

(1) Provided by the Developer.

Private Improvements

The Development is expected to include two amenity centers, both of which include swimming pools and cabana buildings, one of which includes an outdoor pavilion with two pickleball courts, and one of which includes a playground, 6’ wide hike and bike trails throughout the Development, and a variety of public open space areas (collectively the “Private Improvements”). The first amenity center, which is located in the District, includes a swimming pool, a cabana building, and a playground and was completed by the Developer in May 2019 at an

approximate cost of $1,500,000. Other private improvements, including 6' wide hike and bike trails in the flood plain and flood way areas, were completed by the Developer in August 2023. Such additional improvements cost approximately $650,000.

The Developer expects to build a public park in the District and an additional amenity center in PID #2. The public park is expected to be completed in the fourth quarter of 2025 at an approximate cost of $1,550,000. The amenity center to be located in PID #2 is expected to be completed by the second quarter of 2027 at an approximate cost of $2,000,000. All of the Private Improvements have been or will be financed by the Developer using its resources described in "THE DEVELOPER – History and Financing of the District."

The Private Improvements will be owned, operated, and maintained by the HOA. The HOA will provide for the ongoing operation, maintenance, and repair of the Private Improvements through the administration of a property owner's association fee to be paid by each lot owner within the District. See "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues."

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Photographs of the Development

Entry Monument

Developer Model Home

Amenity Center in the District

Amenity Center in the District

Hike and Bike Trail in the District

Playground in the District

Playground in the District

Development Agreement

To provide additional control to the development standards for the property within the District and to facilitate the development of the District, the City, JT, LLC, and the Developer entered into the Development Agreement effective as of June 6, 2016 (the "Development Agreement"). The Development Agreement provides certain rules and regulations for design and construction of the Authorized Improvements and the process for the development of all property within the District. As the District lies completely within the city limits of the City, the City's zoning and subdivision regulations provide land use rules and regulations for the development of the property within the District. See "THE DEVELOPMENT — Zoning/Permitting." The Development Agreement also provides that no water, sewer or road impact fees will be charged on the first 250 single family residences constructed in the District.

Pursuant to the Development Agreement, in the event that the City should ever realize any incidental income from the Water Tower Facilities (see "– The Future Improvements Agreement and the ETJ Agreement" below), other than statutory or regulatory permit fees or other similar fees collected by the City, the City shall pay to the Developer 50% of such incidental income collected.

The Development Agreement also established that the City would use best efforts to issue bonds for the District that can be supported by assessments corresponding to an equivalent tax rate of up to $1.00, or a total equivalent tax rate of $3.05 for all taxing entities and the District, per $100 of assessed valuation. The Service and Assessment Plan sets the Maximum Assessment for each lot within Improvement Area #3 as an amount equal to the lesser of (i) the amount calculated pursuant to Section VI.A of the Service and Assessment Plan and (ii) the amount shown in Exhibit E to the Service and Assessment Plan. The Maximum Assessment for lots within Improvement Area

#3 of the District established pursuant to the Service and Assessment Plan does not result in an equivalent tax rate that exceeds the target equivalent tax rate set forth in the Development Agreement. See "ASSESSMENT PROCEDURES – Assessment Amounts – Method of Apportionment of Assessments" and "APPENDIX C – Form of Service and Assessment Plan."

The Development Agreement may be amended or modified in writing signed by the City and the affected parties.

The Future Improvements Agreement and the ETJ Development Agreement

The City, JT, LLC, and the Developer entered into a Construction of Future Improvements Agreement as of March 26, 2018 (the "Future Improvements Agreement") to govern the possible future construction of a water tower to serve property within the District. Pursuant to the Future Improvements Agreement, the City and the Developer agreed that a water tower was not needed to serve property in Improvement Area #1. Further, if the City determined that a water tower was necessary to properly serve one or more phases of future development in the District, the Developer would be responsible for constructing the water tower to City standards. The parties agreed that the City would not issue future bonds or reimbursement obligations payable from special assessments within the District after the Improvement Area #1 Bonds and the Major Improvement Area Bonds until the City and the Developer agreed on the proper allocation of costs between the parties and the method or methods for financing the construction. The Future Improvements Agreement may be amended or modified in writing signed by the City and the Developer.

In May 2021, in accordance with the Future Improvements Agreement, the Developer, JT, LLC, Royal Crest Properties, LLC, an owner of property adjacent to the District ("Royal Crest"), and the City entered into a separate development agreement (the "ETJ Development Agreement") pursuant to which, among other things, the Developer agreed to construct a water tower and ground storage tank, each with a capacity of approximately 1,000,000 gallons (the "Water Tower Facilities"). The City agreed in the ETJ Development Agreement to provide for reimbursement of the cost of the Water Tower Facilities through impact fee waivers for the Developer and JT, LLC, on lots covered by the Development Agreement, which include lots within the District. The Developer constructed the Water Tower Facilities at an approximate cost of $10,325,000.

Zoning/Permitting

The development of the property within the District will be governed by the Concept Plan for the District, the Development Agreement, the City Subdivision Regulations, the City Building Codes, the City Street Standards, the City Water and Sewer Standards, the City Drainage Standards, and the Approved Plats (collectively, the "Governing Regulations").

Education

The Development is located within the Northwest ISD. Northwest ISD operates 24 elementary schools, six middle schools and four high schools. As part of the Development, the Developer dedicated approximately 14 acres to Northwest ISD for the construction of an elementary school. Construction of the elementary school, which was a replacement for the previous Justin Elementary School, was completed in June 2025.

Students in the District will attend Justin Elementary School, which is adjacent to PID #2, and Pike Middle School and Northwest High School, each of which are approximately five miles from the District. See the site plan on page v.

Greatschools.org currently rates Pike Middle School 7 out of 10 and Justin Elementary School and Northwest High School 5 out of 10. According to the Texas Education Agency accountability reports, Pike Middle School was rated as "B" for 2022-2023 and Justin Elementary School and Northwest High School were each rated as "C" for 2022-2023 (the latest year for which ratings have been released). The categories for public schools are A, B, C, D or F.

Environmental

Site Evaluation. A Phase One Environmental Site Assessment (the "Phase One ESA") of approximately 397 acres, which includes all land located within Improvement Area #3 of the District and the land in PID #2 (the "Subject Property") was completed on December 29, 2023. Based on the information presented in the Phase One ESA, there was no evidence that the Subject Property was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review, historical source review, and testing identified in the Phase One ESA revealed no evidence of recognized environmental conditions involving the Subject Property. The Phase One ESA revealed the existence of one natural gas well located in Improvement Area #3. The natural gas well in Improvement Area #3 will remain an active well.

Additional natural gas wells which have been capped are located in Improvement Area #1 of the District. One active natural gas well is also located in each of Improvement Area #2 and Improvement Area #3, and the Future Improvement Area contains three additional active natural gas wells. The Developer is in compliance with all legal setback requirements relating to the natural gas wells, including the requirement that the gas wells must be set back at least 150 feet from any homes or parks. See "– Existing Gas, Mineral, and Easement Rights" and "BONDHOLDERS' RISKS – Exercise of Third-Party Property Rights."

Endangered Species. According to the website for the Texas Parks and Wildlife Department, the Interior Least Tern and Whooping Crane are endangered species, and the Black Rail, Piping Plover, Rufa Red Knot, White-faced Ibis, Yellow-billed Cuckoo, Louisiana Pigtoe, Sandbank Pocketbook, Texas Heelsplitter, and Texas Horned Lizard are threatened species in Denton County. In addition, the Tricolored Bat is a federally proposed endangered species in Denton County. The Developer is not aware of any endangered or threatened species located on property within the Development.

Existing Gas, Mineral, and Easement Rights

There are certain mineral rights reservations of prior owners of real property within the District (the "Mineral Owners") pursuant to one or more deeds in the chain of title for the property in the District.

Natural Gas Production and Easement Rights. The Developer capped the two natural gas wells in Improvement Area #1 and removed the equipment. The Developer expects that, so long as the remaining six natural gas wells, one of which is located in Improvement Area #2, one of which is located in Improvement Area #3, and the remainder of which are located in the Future Improvement Area, are producing, they will remain active. The owners of the gas wells have a right of ingress/egress across the land within the District. The Development Agreement provides that all homes and parks must be set back at least 150 feet from such wells, and the Developer has and will continue to comply with such setback requirements.

Other Mineral Rights. Other than the existing natural gas production, there is currently no other drilling or exploration of minerals within the District. The Developer cannot predict whether the Mineral Owners will take additional actions in the future to explore or develop their mineral rights. Certain rules and regulations of the Texas Railroad Commission may restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues. Additionally, any drilling within the City limits, including redrilling, deepening or converting an existing well, must comply with the Development Agreement and Chapter 32 of the City's Code of Ordinances, including the requirement to obtain a "specific use permit," and certain required setbacks from residences, schools, and other facilities.

Although the Developer does not expect the above-described mineral 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 Assessments, the Developer makes no guarantee as to such expectation. See "BONDHOLDERS' RISKS – Exercise of Third-Party Property Rights."

Geotechnical Exploration

Alpha Testing completed a final geotechnical exploration for phases 7, 8, and 9 of the Development, including Improvement Area #3, in November 2023 (the "Final Geotechnical Report"). The Final Geotechnical Report indicates that slab on grade foundations are recommended. The Developer will follow all recommendations in the Final Geotechnical Report.

Flood Zone

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Community Panel Number 48121C0480G, effective April 18, 2011, all of the property within Improvement Area #3 lies outside of the 500-year flood plain, referred to as Zone X. See "BONDHOLDERS' RISKS – Flood Plains."

Utilities

The City intends to provide both water and wastewater service to the District. See "THE CITY – Water and Wastewater."

The Developer expects additional utilities to be provided by: (1) Phone/Data – Frontier; (2) Electric - Oncor; (3) Cable – Frontier; and (4) Natural Gas - Atmos Energy.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge *of the City, the City's Financial Advisor, and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.*

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as 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 Developer

The Developer, Bloomfield Homes, L.P., owns the property in Improvement Area #3 and the Future Improvement Area of the District.

Bloomfield Properties, Inc., is the Developer's general partner, (Bloomfield Properties, Inc. and Developer are, together, "Bloomfield"). Bloomfield was formed in September 2004 with Don Dykstra as President. In July 2013 by Sumitomo Forestry America, Inc. ("Sumitomo") purchased 50% of Bloomfield, and in May 2017 Sumitomo purchased an additional 15% of Bloomfield and Bloomfield became a consolidated subsidiary of Sumitomo. The remaining 35% is owned by entities controlled by Mr. Dykstra and Tim Stewart. Sumitomo was founded in 1691 and is a publicly traded company listed on the Tokyo Stock Exchange.

Bloomfield develops the majority of the lots that it builds homes on in approximately sixty locations throughout the DFW Metroplex. Since its founding Bloomfield has developed approximately 13,500 lots and

constructed approximately 19,500 homes. Bloomfield has experience developing in neighborhoods with various types of district financing, including Paloma Creek in Little Elm, Cross Oak Ranch in Oak Point, Woodcreek in Fate and Grand Heritage in Lavon and has built homes in neighborhoods with public improvement districts, including Timberbrook in Justin and Meadow Vista in Anna.

Bloomfield focuses on the price range between $300,000 and $800,000 and, per Residential Strategies Inc. ("RSI") (4th quarter 2024 report) has the fifth largest market share in the Dallas – Fort Worth market. For 2024, Bloomfield was ranked as the 33rd largest builder in the United States per ProBuilder Magazine Top 200 Builders. Bloomfield was also named 2021 Homebuilder of the Year by the Greater Fort Worth Builder Association.

By combining development with homebuilding expertise Bloomfield has been able to design and develop neighborhoods directly responding to the needs of targeted buyer profiles. This has translated into a vertically integrated operation with great efficiencies and high sales volume.

Examples of projects undertaken by Bloomfield include:

Name	City	Number of Lots Remaining	Total Number of Lots	Average Home Prices
West Crossing	Anna	35	733	$551,000
Kreymer Estates	Wylie	20	446	$645,000
Country Lakes	Denton	84	573	$582,000
Arrowbrook	Aubrey	113	702	$549,000
Ridge Ranch	Mesquite	519	896	$513,000

Executive Biography of Principals of Developer

Don Dykstra. Don Dykstra has been President of Bloomfield Properties, Inc. since its founding in 2004, and is primarily focused on land acquisition, entitlement and development. From 1987 through 2003, Don worked for Pulte Home Corporation in a variety of management positions, including President of the DFW Division. From 1981 to 1987, he worked as a CPA with EY & Company with a specialty in real estate. Don received his BS degree in accounting from California Polytechnic University – Pomona, California in 1981.

Tim Stewart. Tim Stewart joined Bloomfield Homes in 2010 and is Vice President of Bloomfield Properties, Inc. and President of the Developer. Tim is responsible for the homebuilding operation. From 1993 to 2010, Tim was with Pulte Home Corporation in a variety of management positions including Division President for San Antonio and Senior Vice President for Asset Management. From 1990 to 1993 Tim was a CPA with Price Waterhouse & Co. Tim received his BS degree in accounting from Michigan State University in 1990.

Steve Corradi. Steve Corradi has been Vice President of Finance with the Developer since 2016. Prior to joining Bloomfield, Steve held financial management positions with a number of firms in the homebuilding, contracting and telecommunications industries. Steve also was a CPA with EY & Company from 1981 to 1987. Steve received his BS in Accounting from the Wharton School of Business - University of Pennsylvania in 1981.

Clint Vincent. Clint Vincent has been Vice President of Land with Bloomfield since 2020 and oversees all land development activities. Clint has worked in land development for public and private companies in the DFW market since 2000. Clint has a BS in Civil Engineering from Texas Tech University in 1999.

History and Financing of the District

Property Acquisition. The Developer acquired approximately 299.874 acres from JT, LLC in June 2023, including approximately 144.589 acres within the District and approximately 155.285 acres comprising PID #2, for a purchase price of $28,350,000 using funds from the Revolving Credit Agreement described below.

Acquisition and Development Financing. The Developer has entered into a Fifth Amended and Restated Credit Agreement, dated as of April 30, 2024 (the "Revolving Credit Agreement"), with a group of lenders led by

Fifth Third Bank, National Association (collectively, the "Lenders") providing for loans in a combined maximum amount of $450,000,000 outstanding at any time. The Revolving Credit Agreement is unsecured and matures on April 30, 2028. As of July 31, 2025, the Developer had loans outstanding in the amount of $415,120,000, leaving $84,880,000 available pursuant to the Revolving Credit Agreement. The Developer may repay the outstanding portion of the Revolving Credit Agreement from any available resources, including revenue generated from sales of the lots developed and homes constructed in the Development.

The Revolving Credit Agreement imposes a number of conditions upon the Developer's right to obtain loans. If the Developer is unable to satisfy such conditions, release of funds from the Revolving Credit Agreement and the construction of the Improvement Area #3 Improvements could be delayed or prevented entirely, which would adversely affect the security for the Bonds.

There is no financing and are no liens against property within Improvement Area #3 of the District. The PID Act provides that the Assessment Lien is a first and prior lien against the assessed property within Improvement Area #3 of the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

Sufficiency of Developer's Financing. According to the Developer, the Developer's available financing sources are sufficient to fund the total budgeted costs of the Improvement Area #3 Improvements in the approximate amount of $6,557,005, and the remaining costs of the park currently under construction in Improvement Area #3 in the approximate amount of $1,524,793.50. The Developer's financing sources include the Revolving Credit Agreement, the earnest money deposits from the Homebuilders, the net proceeds of the Bonds in the approximate amount of $5,187,618*, and Developer equity. See "PLAN OF FINANCE – Development Plan and "– Private Improvements" and the site plan on page v.

THE ADMINISTRATOR

The following information has been provided by P3Works, LLC, as the Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor, and the Underwriter, and none of the City, the City's Financial Advisor or 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 inquires;
- Determination of prepayment amounts;
- Preparation and review of disclosure notices with dissemination agent; and
- Review of developer draw requests for reimbursement of authorized improvement costs.

* *Preliminary, subject to change.*

APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #3

General. Peyco Southwest Realty, Inc. (the "Appraiser") prepared an appraisal report (the "Appraisal") for the City and the Underwriter dated as of August 13, 2025, based upon a physical inspection of Improvement Area #3 conducted on June 19, 2025. The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Improvement Area #3 of the District. The Appraisal is attached hereto as APPENDIX H and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions, and qualifications, which are set forth therein. See "APPENDIX H – Appraisal."

Value Estimates. The Appraiser estimated (i) the retrospective market value as of June 1, 2025, the date of completion of the 48 lots in phase 7 of Improvement Area #3, and (ii) the prospective market value as of January 1, 2027, of the 121 lots in phase 9 of Improvement Area #3 at completion of the fee simple interest, under certain hypothetical conditions. The Appraisal does not reflect the value of Improvement Area #3 as if sold to a single purchaser in a single transaction. The hypothetical conditions include the assumption that all of the Improvement Area #3 Improvements in phase 9 and any additional improvements to be funded by the Developer have been completed as of January 1, 2027, in accordance with the plans and specifications. See "THE IMPROVEMENT AREA #3 IMPROVEMENTS." The Appraisal does not reflect the as-is condition of Improvement Area #3. See "APPENDIX H – Appraisal."

The retrospective market value at completion for the Assessed Property within phase 7 of Improvement Area #3 using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of June 1, 2025, is $5,884,000.

The prospective market value as completed for the Assessed Property within phase 9 of Improvement Area #3 of the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of January 1, 2027, is $15,700,000.

None of the City, the Developer, or the Underwriter make any representation as to the accuracy, completeness, assumptions, or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and none of the City, the Developer, or the Underwriter make any representation as to the reasonableness of such assumptions. ***Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal is attached hereto as APPENDIX H.***

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

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser's internal forecasts of net operating income for the properties in Improvement Area #3 is considered by the Appraiser to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future.

The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in Improvement Area #3.

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

BONDHOLDERS' RISKS

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

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM A FIRST LIEN ON, SECURITY INTEREST IN, AND PLEDGE OF 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 TRUST ESTATE 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 ASSETS OF THE CITY OTHER THAN 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 ASSETS OF THE CITY OTHER THAN THE TRUST ESTATE.

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. See "– Limited Secondary Market for 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. See "– No Credit Rating."

Deemed Representations and Acknowledgment by Initial Purchasers

Each Initial 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 Initial 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 Initial Purchaser can afford a complete loss of its investment in the Bonds.

General Factors relating to Payment of the Bonds

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 to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #3, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the land within Improvement Area #3 should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #3. 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.

Assessment Limitations

Annual Installments of Assessments are billed to owners of Assessed Property. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as ad valorem taxes as described under "ASSESSMENT PROCEDURES." 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 the Bonds maturing in each year, interest and the Administrative Expenses for such year. See "ASSESSMENT PROCEDURES." 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 Assessments 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, 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."

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #3, any Assessment that is delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to Annual Installments 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 Pre-existing Homestead Rights were properly claimed prior to the adoption of the Assessment Ordinance for as long as such 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 will have been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it will own all property within Improvement Area #3 of the District as of the date of adoption of the Assessment Ordinance. Consequently, there are and can be no Pre-

existing Homestead Rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

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

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE ASSESSED PROPERTY, 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 ASSESSED PROPERTY LOCATED WITHIN IMPROVEMENT AREA #3.

Direct and Overlapping Indebtedness, Assessments, and Taxes

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

Depletion of Accounts of the Reserve Fund; No Prefunding of Additional Interest Reserve Account

Failure of the owners of Assessed Property within Improvement Area #3 to pay the Assessments when due could result in the rapid, total depletion of the Reserve Account and the Additional Interest 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 Fund. The Reserve Account of the Reserve Fund will be fully funded from the proceeds of the Bonds; however, funding of the Additional Interest Reserve Account is accumulated over time, by the mechanism described in "SECURITY FOR THE BONDS – Additional Interest Reserve Account of the Reserve Fund." The Indenture provides that if after a withdrawal from the Reserve Account the amounts therein are less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account sufficient to cure such deficiency. The Indenture also provides that if the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment, as described under "SECURITY FOR THE BONDS – Additional Interest Reserve Account of the Reserve Fund."

Lien Foreclosure and Bankruptcy

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

Bondholders' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, the Trustee may, and at the written direction of the Owners of not less than 25% in aggregate Outstanding principal amount of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners 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 the Indenture or Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained therein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

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 its use rests within 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 or sell property within Improvement Area #3 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 – Bankruptcy Limitation to Bondholders' Rights."

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

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

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

sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgment, 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 (subject to provisions set forth in the Indenture) 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 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 Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

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

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 ("Chapter 9"). 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 Chapter 9, 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 Chapter 9, (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 Owners' creditor claim and whether an Owner would be repaid in full.

State Law Requiring Notice of Assessment; Failure of Developer and Homebuilders to Deliver Required Notice Pursuant to Texas Property Code

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 for the purchase of such real property, 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 purchase contract is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the purchase contract. If the Developer or the Homebuilders within Improvement Are #3 do not provide the required notice and prospective purchasers of property within Improvement Area #3 terminate a purchase 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 #3Assessments on such property should be prepaid. In the event of such prepayment, a partial redemption of the Bonds could occur. See "DESCRIPTION OF THE BONDS – Redemption Provisions." 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 or the Homebuilders 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 as Appendix B to the Service and Assessment Plan and will be included in each Annual Service Plan Update. 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 concluded 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. On June 23, 2025, the Governor called a special session which began on July 21, 2025, and ended on August 15, 2025. The Governor called a second special session to begin the same day. While the initial list of items to be addressed in the second special session does not include items related to the PID Act or the issuance of special assessment bonds, it is impossible to predict what new proposals may be presented at the special session or any future special sessions 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.

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 Assessed Property, 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.

Adverse Developments Affecting the Financial Services Industry

Actual events involving limited liquidity, defaults, non-performance, or other adverse developments that affect financial institutions, transactional counterparties, or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. In the recent past troubled financial institutions have been closed and/or swept into receivership by the Federal Deposit Insurance Corporation ("FDIC") or acquired by or received cash rescue packages from more solvent financial institutions. Borrowers under credit agreements, letters of credit, and certain other financial instruments with any financial institution that is placed into receivership by the FDIC may be unable to access undrawn amounts for an unspecified period.

The Developer expects to finance some or all of the costs of the Improvement Area #3 Improvements not paid from bond proceeds with the Revolving Credit Agreement. If the Developer is unable to access funds under the Revolving Credit Agreement, the Developer's ability to completed the Improvement Area #3 Improvements could be adversely affected. If a Homebuilder uses a line of credit or other financial instrument to finance home construction and is unable to access funds under such line of credit or other financial instrument, the Homebuilder's ability to take down lots and complete homes could be adversely affected. Additionally, confidence in the safety and soundness of regional banks specifically, or the banking system generally, could impact where customers choose to maintain deposits, which could materially adversely impact the Homebuilders' liquidity and access loan funding capacity, and results in an impact to operations. Similar impacts to the development industry have occurred in the past.

General Risks of Real Estate Investment and Development

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.

Furthermore, the operating revenues of the Developer may be materially adversely affected if specific conditions in the Lot Purchase Contracts are not met. Contracts that the Developer may have with individual homebuilders are subject to a myriad of contractual conditions and contingencies, all or some of which if not complied with, could precipitate a termination or winding up of such contractual arrangement for the sale of lots, causing the Developer to possibly need to execute a different strategy for the development and sale of lots and residential units within the Development. As described herein, the Assessments are an imposition against the land only. None of the

Developer, the Homebuilders, or any other subsequent landowner is a guarantor of the Assessments and the recourse for the failure of the Developer, a Homebuilder, or any other landowner to pay the Assessments is limited to the collection proceedings against the land as described herein. Failure to meet any Lot Purchase Contract's conditions may allow the applicable lot purchaser to terminate its obligation to purchase lots from the Developer and obtain its earnest money. See "THE DEVELOPMENT – Development in Improvement Area #3 of the District."

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 and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

The real estate market is currently experiencing a slowing of new home sales and new home closings due in part to rising inflation and mortgage interest rates. It is difficult to determine what effects the on-again, off-again tariffs imposed by the federal administration and retaliatory tariffs against the United States will have on inflation and mortgage interest rates. Downturns in the real estate market, mortgage rates, and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of 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.

Risks Related to Recent Increase in Costs of Building Materials and Labor Shortages

As a result of low supply and high demand, shipping constraints, and the ongoing trade war (including tariffs and retaliatory tariffs), there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. Further, the federal administration's on-again, off-again tariffs, threatened imposition of tariffs, and the imposition or threatened imposition of retaliatory tariffs against the United States will impact the ability of the Developer to estimate costs. If the Actual Costs of the Improvement Area #3 Improvements are substantially greater than the estimated costs or if the Developer is unable to access building materials in a timely manner, it may affect the ability of the Developer to complete the Improvement Area #3 Improvements, to complete construction of homes or pay the Assessments when due. See "THE DEVELOPER – History and Financing of the District." If the cost of materials remains high or increases, it may affect the ability of the Homebuilders to construct homes within Improvement Area #3 of the District.

The federal administration's immigration policies may impact the State's workforce. Undocumented construction workers make up a large percentage of construction workers in the State. Mass deportations or immigration policies that make it challenging for foreign workers to work in the United States may result in labor shortages, particularly in construction. Labor shortages will impact the Developer's ability to estimate costs and to complete the Improvement Area #3 Improvements and construction of homes and the Homebuilders' ability to construct homes within Improvement Area #3 of the District.

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Completion of Homes

The cost and time for completion of homes by the Developer and the Homebuilders is uncertain and may be affected by 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 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 yet 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; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer or the Homebuilders.

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 may adversely affect the estimated value of the District, could impair the economic viability of the District, and could reduce the ability or desire of property owners in Improvement Area #3 of the District to pay the Assessments.

Competition

The housing industry in the Dallas–Fort Worth 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 of the single-family residential development within the District which are planned will be completed in accordance with the Developer's expectations. The competitive position of the Developer in the sale of developed lots or the Developer or of any 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 the following:

Project Name	# of Units/SF	Proximity to Development	Developer	Date Started	Completed /Expected	Prices	# of Units Remaining
The Preserve	634/ 1,600-4,300	2.3 miles	Amalgamated	2023	2029	$359k-$514k	468
Harvest	4,000/ 1,346-4,800	6.0 miles	Hillwood	2013	2026	$338k-$800k	247
Pecan Square	3,100/ 1,555-3,975	5.6 miles	Hillwood	2019	2028	$300k-$800k	768
Wildflower Ranch	3,442/ 1,411-4,200	5.8 miles	Hines	2022	2031	$359k-$514k	2,103

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

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 Improvement Area #3 of 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. These possibilities could significantly affect the value of a parcel that is realizable upon a foreclosure.

See "THE DEVELOPMENT – Environmental" for discussion of the Phase One ESA performed on the property within Improvement Area #3 of 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

The progress of development within the District is also dependent upon the City providing an adequate supply of water and sufficient capacity for the collection and treatment of wastewater, as applicable. If the City 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. See "THE DEVELOPMENT – Utilities."

Flood Plains

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Community Panel Number 48121C0480G, effective April 18, 2011, all of the property within Improvement Area #3 lies outside the range of both the 100-year and 500-year floodplains.

FEMA will from time to time revise its FIRMs. None of the City, the Underwriter, or the Developer makes any representation as to whether FEMA may revise its FIRMs, whether such revisions may result in homes that are currently outside of the 500-year or 100-year flood plain from being included in the 500-year or 100-year flood plain in the future, or whether extreme flooding events may occur more often than assumed in creating the rate maps.

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, wildfires, 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.

Exercise of Third-Party Rights

As described herein under "THE DEVELOPMENT – Existing Gas, Mineral, and Easement Rights" there are certain mineral and property rights reservations located within Improvement Area #3 of the District not owned by the Developer. There may also be additional third-party rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Denton County.

The Developer does not expect the existence or exercise of any third-party 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 Assessments. However, none of the City, the Financial Advisor, or the Underwriter provide any assurances as to such Developer expectations.

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 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.

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.

Dependence Upon Developer

Currently, the Developer has the obligation for payment of 100% of the Assessments. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds. See "THE DEVELOPER – Description of the Developer."

None of the Developer or the Homebuilders will guarantee or otherwise be obligated to pay debt service on the Bonds. Payment of the Assessments on the Assessed Property will initially be the responsibility of the Developer and/or the Homebuilders, as the case may be, as the owners of such Assessed Property prior to purchase by homeowners.

Use of Appraisal

Caution should be exercised in the evaluation and use of valuations included in the Appraisal. The Appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation and specified therein. The estimated market value specified in the Appraisal is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser's forecasts for properties in Improvement Area #3 of the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in Improvement Area #3 of the District.

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

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

Agricultural Use Valuation and Redemption Rights

The majority of the property in Improvement Area #3 is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. The Developer expects that property will be removed from agricultural valuation as development progresses. Under State law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a 25% premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although the Assessments are not considered a tax under State law, the PID Act provides that the lien for the Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for the Assessments, though there is no indication in State law that such redemption rights would be available in such a case.

TAX MATTERS

Tax Exemption

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, individual recipients of Social Security or Railroad Retirement benefits, corporations subject to the alternative minimum tax on adjusted financial statement income, 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.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the United States Congress and in the states that, if enacted, could alter or amend the Federal and State tax matters referred to above or adversely affect the market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the Bonds.

Prospective purchasers of the Bonds should consult with their own tax advisors regarding any other federal income tax legislation, whether currently pending or proposed, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

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

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 obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the 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 herein under the captions or subcaptions "PLAN OF FINANCE – The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT" (except for the subcaptions "Collection and Delinquency History of the Timberbrook Development," "Prepayment History," and "Foreclosure History"), "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), "LEGAL MATTERS – Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND

QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and "APPENDIX B – FORM OF INDENTURE" and such firm is of the opinion that the information relating to the Bonds and legal issues contained 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 Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation – The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of its affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of Developer or its general partner 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 Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a "Material Adverse Effect"). Additionally, principals of Developer and their affiliated entities have been (but are not currently) parties to pending and threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

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

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

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

The City Compliance with Prior Undertakings

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

The Developer

The Developer, the Administrator, and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of 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 Developer, certain information regarding the Development and the Improvement Area #3 Improvements (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 Developer." Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of 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 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 to the Dissemination Agent and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of 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 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 Developer or from any statement made pursuant to the Disclosure Agreement of Developer.

The Developer's Compliance With Prior Undertakings

Except as otherwise described herein, during the last five years, the Developer has complied in all material respects with its continuing disclosure agreements made in accordance with the Rule.

In connection with the issuance of the District's Major Improvement Area Bonds and Improvement Area #1 Bonds in 2018, the Developer entered into two separate continuing disclosure agreements. Such agreements contained conflicting deadlines for filing of quarterly reports with EMMA. All quarterly reports were filed with EMMA by the later of the two conflicting deadlines. The conflict was discovered in 2021 and the Developer has been in compliance with the 2018 continuing disclosure agreements since June 2021.

In connection with the issuance of the District's Improvement Area #2 Bonds, the Developer entered into a continuing disclosure agreement and a completion agreement, both of which required the Developer to certify as to the sufficiency of the Evidence of Available Funds (as defined in the completion agreement and provided at closing of the Improvement Area #2 Bonds) to fund the completion of the improvements that were financed, in part, with proceeds of the Improvement Area #2 Bonds. Although the Developer has certified in its quarterly reports for the Improvement Area #2 Bonds as to the sufficiency of its available funds, generally, to fund such improvements, the quarterly reports for the Improvement Area #2 Bonds have not addressed the sufficiency of the Evidence of Available Funds specifically, as required by the continuing disclosure agreement and the completion agreement. Beginning with its quarterly report for the Improvement Area #2 Bonds for the period ending March 31, 2024, the Developer included a copy of the Evidence of Available Funds and a certification as to its sufficiency until termination of the completion agreement.

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 $_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

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

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or

public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

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

INVESTMENTS

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

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the City selects from a list the governing body or designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this state that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of the PFIA that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in

clause (1) above or clause (12) below, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (13) no-load money market mutual funds registered with and regulated by the United States SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

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

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

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

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

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

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

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

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

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the 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 nor 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 Development generally and, in particular, the information included in the maps in this Limited Offering Memorandum and in the sections captioned "PLAN OF FINANCE" (except for the subcaption "The Bonds"), "OVERLAPPING TAXES AND DEBT – Agricultural Valuation" and "– Homeowners' Association Dues," "THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #3 Improvements, and the Development), "LEGAL MATTERS – Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" 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 the 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 assessment allocation/methodology and district administration.

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

Updating of Limited Offering Memorandum

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

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

FORWARD-LOOKING STATEMENTS

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

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

AUTHORIZATION AND APPROVAL

In the Bond Ordinance, the City Council will approve the form and content of this Preliminary Limited Offering Memorandum and authorize this Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

The following information has been provided for informational purposes only.

General

The City of Justin is located in southwest Denton County, 23 miles north of Fort Worth. Access to the City is provided by FM 407 and FM 156. The City is approximately 6 miles west of I-35W, and 5 miles north of the Texas Motor Speedway. The City's location as part of the growing Dallas-Fort Worth-Arlington Metroplex has resulted in rapid growth over the last several years. The City's 2020 census population was 4,409. The City estimates that its population as of January 1, 2025, was 7,537.

The City is a political subdivision and a home-rule municipality of the State, duly organized and existing under the laws of the State. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Councilmembers. The Mayor is elected for a three-year term and Councilmembers are elected for staggered two-year terms. The City Manager is the Chief Administration Officer for the City.

The current members of the City Council and the principal administrators of the City are shown on page ii of the Limited Offering Memorandum.

Historical Employment in Denton County (Average Annual)

	Average Annual				
	2025 [(1)]	2024	2023	2022	2021
Civilian Labor Force	601,258	594,996	581,563	556,405	526,040
Total Employed	579,542	572,903	560,655	538,019	502,502
Total Unemployed	21,716	22,093	20,908	18,386	23,538
Unemployment Rate	3.6%	3.7%	3.6%	3.3%	4.5%

(1) Data through June 2023.

Source: Texas Labor Market Information.

Major Employers in Denton County

The major employers in Denton County for 2024 are set forth in the table below.

Employer	Employees
University of North Texas	8,891
Lewisville ISD	6,845
Denton ISD	4,593
Northwest ISD	3,000
City of Denton	2,070
Peterbilt Motors	2,000
Denton County	1,959
Medical City Hospitals	1,684
Orthofix	1,267
Denton State School	1,146

Source: Denton County, Texas, Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2024.

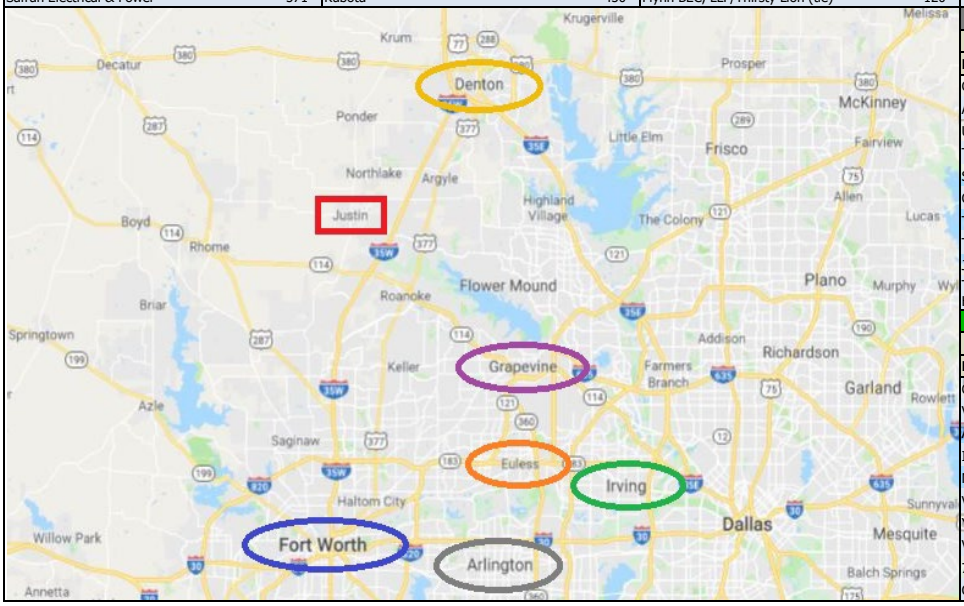
Surrounding Economic Activity

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

City of Denton, TX (2024)	
Approximately 10 Miles from Justin	
Employer	**Employees**
University of North Texas	8,891
Denton ISD	4,000
Peterbilt Motors-Headquarters & Plant	2,000
Denton County	1,987
City of Denton	1,900
Denton State Supported Living Center	1,727
Texas Presbyterian Hospital	1,100
Texas Women's University	1,077
Medical City Denton	799
Safran Electrical & Power	571

City of Grapevine, TX (2023)	
Approximately 15 Miles from Justin	
Employer	**Employees**
Gaylord Texas Resort & Conv Ctr	2,000
Dallas/Ft. Worth Int'l Airport	1,970
Grapevine-Colleyville ISD	1,870
Paycom	990
Baylor Medical	660
Great Wolf Lodge	600
City of Grapevine	590
Boeing Distribution	500
Hyatt Regency DFW	500
Kubota	450

City of Euless, TX (2024)	
Approximately 20 Miles from Justin	
Employer	**Employees**
Hurst-Euless-Bedford ISD	1,210
LSG Sky Chefs Inc.	663
City of Euless	408
Target	250
Lowe's	225
Life Outreach International	186
Smyrna Concrete	185
Dave and Buster's	150
QuikTrip	130
Flynn BEC, LLP/Thirsty Lion (tie)	120



City of Fort Worth, TX (2024)	
Approximately 20 Miles from Justin	
Employer	**Employees**
Lockheed Martin Tactical Aircraft Systems	19,200
Fort Worth ISD	9,900
American Airlines Group	8,900
Cook Children's Health Care System	8,400
City of Fort Worth	7,500
Texas Health Resources	7,000
Alcon Laboratories Inc.	4,500
Bell Helicopter – Textron Inc.	4,200
Burlington North Santa Fe LLC	3,100
Texas Christian University	2,600

City of Arlington, TX (2024)	
Approximately 25 Miles from Justin	
Employer	**Employees**
General Motors	8,919
Arlington ISD	8,646
University of Texas at Arlington	8,636
Texas Health Resources	4,062
Six Flags Over Texas	3,900
City of Arlington	3,710
The Parks Mall at Arlington	3,500
Texas Rangers Baseball Club	2,300
JP Morgan Chase Bank	1,965
Texas Health Arlington Memorial Hospital	1,670

City of Irving, TX (2022)	
Approximately 25 Miles from Justin	
Employer	**Employees**
Citigroup Inc.	6,500
Verizon Communications	3,260
Accenture	2,235
Irving Mall	2,100
McKesson Group	2,000
Vizient	2,000
YRC Freight	1,941
Vistra Corp	1,900
7-Eleven Inc.	1,580
Christus Health	1,500

Source: Municipal Advisory Council of Texas

APPENDIX B

FORM OF INDENTURE

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INDENTURE OF TRUST

By and Between

CITY OF JUSTIN, TEXAS

and

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Trustee

DATED AS OF SEPTEMBER 1, 2025

SECURING

$_____
CITY OF JUSTIN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT
NO. 1 IMPROVEMENT AREA #3 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of September 1, 2025 is by and between the CITY OF JUSTIN, TEXAS (the "City"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, 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 I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as the Timberbrook Public Improvement District No. 1 (the "District"); and

WHEREAS, the petition contained the signature of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owners who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on September 25, 2017, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act; and

WHEREAS, on September 25, 2017, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 513-17, adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its findings as to the advisability of the improvement projects and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on January 19, 2018, the City published notice of its authorization of the District in the *Denton Record Chronicle*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after January 19, 2018; and

WHEREAS, the City has previously issued the City of Justin, Texas, Special Assessment Revenue Bonds, Series 2018 (Timberbrook Public Improvement District No. 1 Improvement Area #1 Project) secured by certain assessments levied against property located within the first construction phase of the District ("Improvement Area #1"); and

WHEREAS, the City has previously issued the City of Justin, Texas, Special Assessment Revenue Bonds, Series 2018 (Timberbrook Public Improvement District No. 1 Major Improvement Area Project) (the "Major Improvement Area Bonds") secured by certain assessments levied against property located within the District that was not located within Improvement Area #1 (the "Major Improvement Area"); and

WHEREAS, in the indenture authorizing the Major Improvement Area Bonds, the City reserved the right to issue additional series of bonds as "Future Improvement Area Bonds" in order to fund improvements which only benefit property located within a distinct portion of the Major Improvement Area that is developed as an individual phase after Improvement Area #1; provided that prior to the issuance of such “Future Improvement Area Bonds,” the requirements set forth in Section 13.2(e) of the indenture authorizing the issuance of the Major Improvement Area Bonds must be satisfied; and

WHEREAS, on _____, 2025, the City Council by Resolution No. _____ made findings and determinations relating to the Actual Costs of certain Improvement Area #3 Improvements, received and accepted a preliminary service and assessment plan and a proposed assessment roll, called a public hearing for _____, 2025 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) publish and mail such notice relating to the _____, 2025 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on _____, 2025 City staff, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the _____, a newspaper of general circulation in the City, to consider the proposed Service and Assessment Plan, the Improvement Area #3 Assessment Roll and the levy of the Assessments on property within Improvement Area #3 of the District; and

WHEREAS, City staff, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #3 Assessment Roll, the Service and Assessment Plan, and the levy of the Assessments on property within Improvement Area #3 of the District, to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on _____, 2025, 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 Service and Assessment Plan, the proposed Improvement Area #3 Assessment Roll, and the proposed 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 Improvements to the Assessed Property within Improvement Area #3 of the District, the purposes of the Assessments, the special benefits of the Improvement Area #3 Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Improvement Area #3 Improvements to the Assessed Property within Improvement Area #3 of the District, the Improvement Area #3 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 Council approved Ordinance No. _____, which levied the Assessments, and approved the Service and Assessment Plan, including the Improvement Area #3 Assessment Roll, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan; and

WHEREAS, the City Secretary of the City filed a copy of the Assessment Ordinance not later than the seventh day after the date the City Council approved the Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Denton County; 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 a portion of the Actual Costs of the Improvement Area #3 Improvements, (ii) paying a portion of the costs incidental to the organization and administration of the District, and (iii) paying the Bond Issuance Costs, including funding a reserve fund, and other costs related to the issuance of the Bonds; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project)" such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, prior to the issuance of the Bonds, evidence satisfactory to the City and its advisors has been presented that the requirements of Section 13.2(e) of the indenture authorizing the Major Improvement Area bonds have been satisfied and that the Bonds may be issued as Future Improvement Area Bonds in accordance with such indenture; and

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

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

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

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

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" mean with respect to Improvement Area #3 Improvements, the actual costs of constructing or acquiring such Improvement Area #3 Improvements, paid by or on behalf of the Developer (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Improvement Area #3 Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Improvement Area #3 Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or

implementation of the Improvement Area #3 Improvements; (5) all related permitting and public approval expenses, architectural, engineering, consulting, and governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate that may be charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

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

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

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means the City or an independent firm designated by the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

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

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Improvement Area #3 Assessment Roll attached to the Service and Assessment Plan as Exhibit J-1 and related to the Improvement Area #3 Improvements; which annual payment includes the Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, as 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 Parcel" means each parcel of land located within Improvement Area #3 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means Ordinance No. ___ adopted by the City Council on _____, 2025, that levied the Assessments on the Assessed Property located within Improvement Area #3 of the District.

"Assessment Revenue" means monies 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, and (iii) Foreclosure Proceeds.

"Assessments" means the aggregate assessments shown on the Improvement Area #3 Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel, as shown on the Improvement Area #3 Assessment Roll or in the Service and Assessment Plan, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $100,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including, but not limited to the Improvement Area #3 Improvements, as described and listed in Section III of the Service and Assessment Plan or an Annual Service Plan Update.

"Bond" means any of the Bonds.

"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 Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Issuance Costs" means the costs associated with issuing the Bonds, including, but not limited to, and as applicable, attorney fees, financial advisory fees, consultant fees, initial trustee fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount, underwriter's counsel, fees charged by the Texas Attorney General, original issue discount, and any other cost or expense incurred by the City directly associated with the issuance of the Bonds.

"Bond Ordinance" means Ordinance No. ____ adopted by the City Council on _____, 2025 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Bonds" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project)".

"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.

"Certification for Payment" means a certificate substantially in the form of Exhibit B to the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement or otherwise executed by the Developer, approved by a City Representative, and delivered to the Trustee, specifying the amount of work performed related to the Improvement Area #3 Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund, as further described in the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a 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.

"Closing Date" means the date of the initial delivery of and payment for the Bonds. With respect to the Bonds, the Closing Date is September 25, 2025.

"Closing Disbursement Request" means a certificate substantially in the form of Exhibit A attached to the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement or otherwise executed by the Developer, approved by a City Representative, and delivered to the Trustee on the Closing Date, specifying the costs incurred in the establishment, administration, and operation of the District or issuing the Bonds, and requesting payment for such costs from money on deposit in the Costs of Issuance Account of the Project Fund, as further described in Section 6.5 herein.

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

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"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 Parcel and the costs of collection of delinquent Assessments or delinquent Annual Installments due under the Service and Assessment Plan and in accordance with the PID Act, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing the Assessment, interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Wilmington, Delaware, 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 Bloomfield Homes, L.P., a Texas limited partnership and any successors or assigns that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

"District" means the Timberbrook Public Improvement District No. 1.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"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.

"Event of Default" shall have the meaning assigned to such term in Section 11.1 hereof.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s),

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 6.1 of this Indenture.

"Improvement Area #3" means the third phase to be developed within the District and further identified and depicted in Exhibit A-7 in the Service and Assessment Plan.

"Improvement Area #3 Assessment Roll" means the Improvement Area #3 Assessment Roll attached as Exhibit J-1 to the Service and Assessment Plan or any other assessment roll for Improvement Area #3 set forth in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each parcel of Assessed Property related to the Bonds and the Improvement Area #3 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Improvement Area #3 Improvements" means the Authorized Improvements which only benefit the Assessed Property within Improvement Area #3 of the District, as described in Section III.F of the Service and Assessment Plan.

"Improvement Area #3 Improvements Account" means the Account of such name established pursuant to Section 6.1.

"Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement" means the "Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement" by and between the City and the Developer dated as of _____, 2025, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Improvement Area #3 Improvements within the District, the issuance of bonds, and other matters related thereto.

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

"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 dominion 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 Exhibit A to this Indenture.

"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 and commencing March 1, 2026.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided

further, such investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"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.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of the Bonds that is less than 10% of the Outstanding principal amount of the Bonds.

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

"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 herein.

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

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

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"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 Annual Installment.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

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

"Rebate Fund" means that Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the last Business Day of the month next preceding an Interest Payment Date.

"Redemption Fund" means that Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each, as amended) to refund all or any portion of the then Outstanding Bonds.

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

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $_____, which is an amount equal to the [Maximum Annual Debt Service on the Bonds as of the Closing Date].

"Reserve Fund" means that Fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "Timberbrook Public Improvement District No. 1 2025 Amended and Restated Service and Assessment Plan" dated _____, 2025, including the Improvement Area #3 Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

"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 Section 4.2 herein.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of the Bonds that is greater than or equal to 10% of the Outstanding principal amount of the 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 this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

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

"Trust Estate" means the Trust Estate described in the granting clauses of Section 2.1 of this Indenture.

"Trustee" means Wilmington Trust, National Association, a national banking association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

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

Section 1.3. Table of Contents, Titles and Headings.

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

Section 1.4. Interpretation.

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

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

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

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

ARTICLE II

THE BONDS

Section 2.1. Granting Clauses

(a) In order to secure the payment of debt service on all Bonds, and the performance and observance by the City of all the covenants expressed or implied herein, the City does hereby grant to the Trustee, as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a security interest in, mortgage, create a first lien on, and pledge to the Trustee, all of its right, title, and interest, whether now owned or hereafter acquired, in, to, and under the following (the "Trust Estate"):

(i) All Pledged Revenues and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and 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

(ii) 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.

(b) The Trustee shall have and hold the Trust Estate, whether now owned or hereafter acquired or received by the Trustee and its successors or assigns, in trust 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 Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture. Provided, however, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

(c) Except as otherwise provided in the remaining provisions of this Indenture, nothing in this Section 2.1 shall prohibit the Trustee from bringing any actions or proceedings for the enforcement of the obligation of the City hereunder except that nothing in this Section shall prejudice the rights of the Trustee under Articles IX and XI hereof; provided further that the priority of payment and the source for the repayment of the debt service on the Bonds shall be subject to the terms as set forth herein, including without limitation Article VI herein; provided further that the right to direct remedies following an Event of Default shall be limited to the Owners of the Bonds to the extent provided as set forth in Articles XI and XV herein.

(d) The Bonds are to be issued, registered, authenticated, and delivered, and the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture.

Section 2.2. Security for the Bonds.

The 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 Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected from and after the Closing Date. 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 this 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 2.3. Limited Obligations.

The 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 the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.4. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.5. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the 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 Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State 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 Improvements; (ii) paying a portion of the costs incidental to the organization and administration of the District, and (iii) paying the Bond Issuance Costs, including funding a reserve fund, and other costs related to the issuance of the Bonds.

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

(a) The Bonds shall be dated September 25, 2025 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 Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026 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:

Year	Principal Amount ($)	Interest Rate (%)

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

Section 3.3. Conditions Precedent to Delivery of Bonds.

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

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement;

(iv) a copy of this Indenture executed by the Trustee and the City; and

(v) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

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

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant 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 Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

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

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

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner

of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

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

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of the Bonds one registered definitive bond for each year of maturity of the Bonds, in the aggregate principal amount of all bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the

purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond 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 3.7. Registration, Transfer and Exchange.

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

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same 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.

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

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

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

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

Section 3.8. Cancellation.

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

Section 3.9. Temporary Bonds.

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

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

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

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee 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 that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, 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 complies with the following requirements:

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

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

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

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

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

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

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

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the

Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on such Bond only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

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

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

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

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds 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 pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
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__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
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

(b) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 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 (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 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.

The City reserves the right and option to redeem the Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this 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, and in an amount and on any date specified in a City Certificate, at the Redemption Price of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related

transfers to the Redemption Fund made pursuant to the terms of this Indenture) or any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture. The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

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 multiple 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 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 randomly by lot.

(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 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption at least 45 days prior to the date fixed for redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, 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 DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(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 Outstanding Bonds are to be redeemed, and subject to Section 4.5 hereof, 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 has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon receipt of the City's written notice, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) 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.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date of redemption 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 Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, 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 Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

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

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

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by FactSet Research Systems on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. 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 5.3. 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 VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

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

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(ii) The following Account is hereby created and established under the Bond Fund:

(A) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Area #3 Improvements Account; and

(B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

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

(d) Except as set forth in Section 6.10(f), interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Reserve Account of the Reserve Fund: $_____;

(ii) to the Improvement Area #3 Improvements Account of the Project Fund: $_____;

(iii) to the Costs of Issuance Account of the Project Fund: $_____; and

(iv) to the District Administration Account of the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2026, the City hereby directs the Trustee to deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay Actual Costs of the Improvement Area #3 Improvements as identified in a City Certificate delivered to the Trustee, and (v) fifth, to pay other costs permitted by the PID Act as identified in a City Certificate delivered to the Trustee.

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

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, 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, and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, 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.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds (as such are identified in a City Certificate) to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds, as directed pursuant to a City Certificate, first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, and the other deposits described in subsection (a) above, 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. The Trustee may rely on such City Certificate and shall have no obligation to determine the lawful purposes permitted under the PID Act.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture. The Trustee may rely on such City Certificate and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the 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 from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(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 Bonds pursuant to one or more City Certificates or an executed, completed, and accepted Closing Disbursement Request.

(c) Disbursements from the Improvement Area #3 Improvements Account of the Project Fund to pay Actual Costs of the Improvement Area #3 Improvements shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Improvement Area #3 Improvements Account of the Project Fund pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement. Such provisions and procedures related to such disbursements contained in the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full, provided that the Trustee shall be permitted to rely fully on any Certification for Payment, City Certificate, or other written direction pursuant to this Section of the Indenture without independent investigation.

(d) If the City Representative determines in his or her reasonable discretion that amounts then on deposit in the Improvement Area #3 Improvements Account of the Project Fund are not expected to be expended for purposes of the Improvement Area #3 Improvements Account of the Project Fund due to the abandonment, or constructive abandonment, of the Improvement Area #3 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #3 Improvements Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #3 Improvements Account of the Project Fund that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts identified in the City Certificate on deposit in the Improvement Area #3 Improvements Account of the Project Fund 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 this Indenture.

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

(f) Upon the filing of a City Certificate stating that all Improvement Area #3 Improvements have been completed and that all Actual Costs of the Improvement Area #3 Improvements have been paid, or that any such Actual Costs of the Improvement Area #3 Improvements are not required to be paid from the Improvement Area #3 Improvements Account of the Project Fund pursuant to a Certification for Payment or written direction from the City or its designee, the Trustee shall (i) transfer the amount, if any, remaining within the Improvement Area #3 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee, and (ii) shall close the Improvement Area #3 Improvements Account of the Project Fund. If the Improvement Area #3 Improvements Account of the Project Fund has been closed as provided above and the Costs

of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(g) below, the Project Fund shall be closed.

(g) Not later than six months following the Closing Date, or upon an earlier 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 to the Improvement Area #3 Improvements Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee, pursuant to a City Certificate, shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits described in Section 6.2 and Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement, except to the extent such deficiency is due to the application of Section 6.7(d) hereof. 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, as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2026, an amount equal to the Additional Interest collected, if any, and as shown on the Improvement Area #3 Assessment Roll attached to the Service and Assessment Plan or an Annual Service Plan Update, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any later time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement, then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished to the Additional Interest Reserve Requirement. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such

surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In transferring the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Improvement Area #3 Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

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

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written 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 of the amount of the excess via access to its online portfolio system. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within 30 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the Closing Date, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

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

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund; Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Justin, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds due the United States Government in accordance with the Code.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund, as directed by the City in a written instruction to the Trustee, shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee, as directed by the City pursuant to a City Certificate, filed with the

Trustee at least two days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits 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 of 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, Texas Government Code, Chapter 2256, 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. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested pursuant to a City Certificate in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default. If the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to hold such funds uninvested and shall have no obligation to invest or reinvest such funds.

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

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate. The Trustee shall not incur any liability for losses arising from any investments made or sold pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments otherwise comply with this Indenture. The parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator, upon the written request of the City or the Administrator, monthly cash transaction statements via access to its online portfolio system which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

(f) If, following an annual calculation of the Rebate Amount in accordance with Sections 6.8 and 7.5(h) hereof, it is determined that a Rebate Amount is owed with respect to the Bonds, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund an amount equal to the Rebate Amount owed by the City from investment earnings derived from the investment of the amount on deposit in Pledged Funds. The City Certificate shall specify the amount to be transferred and identify the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

(g) The Trustee may conclusively rely on City Certificates pursuant to Section 6.10(a) that such investment will comply with the City's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, 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 or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #3 Improvements in accordance with the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement, 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 Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #3 Improvements in accordance with the Improvement Area #3 Improvements Construction, Funding, and Acquisition Agreement 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 the Owners of any Bonds or any duly authorized agent or agents of such Owners 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; provided, however, the Trustee shall have no duty to so inspect. 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 30 days after the City receives such request.

Section 7.5. 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 purchasers against payment therefor.

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

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

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

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

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

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

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

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

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

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

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

(d) No Private Loan.

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

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

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

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

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

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

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

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

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

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after 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, Finance Director or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

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

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

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

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

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

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

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

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement or exercise of any rights and powers hereunder, until it shall be indemnified by the Owners, to the extent permitted by law and the provisions of this Indenture, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except to the extent the same shall have been finally adjudicated by a court of competent jurisdiction to have been directly caused by the Trustee's own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments, or transfers (provided such deposit, payment or transfer is prior to an Event of Default) when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may, to the extent permitted pursuant to the provisions of this Indenture, make transfers from the District Administration

Account of the Administrative Fund, and to the extent moneys in the District Administration Account of the Administrative Fund are insufficient, from the Pledged Revenue Fund, to pay all fees, costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The Trustee accepts the trusts imposed upon it by this 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,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically and expressly in this Indenture, and no duties or obligations shall be implied to the Trustee, these duties shall be deemed purely ministerial in nature, and the Trustee shall not be liable except for the performance of such duties, and no implied covenants shall be read into this Indenture against the Trustee; and

(ii) the Trustee may request and rely conclusively, as to the due execution, 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 Indenture, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance therewith; 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 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), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall 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 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

(i) this subparagraph shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subparagraph (a)(i) 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)(ii) of this Section;

(ii) the Trustee shall not be liable for any actions taken, or error of judgment, made in good faith by any one of its officers, employees, or agents, unless it shall be finally adjudicated by a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it 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 Indenture; and

(iv) no provision of this 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 grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(d) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the acts or omissions of any of the agents and attorneys appointed by it with due care.

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

(f) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been fully adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, punitive, special or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture, irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Trustee will not be liable with respect to any action taken or omitted to be taken in good faith in accordance with the written direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care.

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

(i) the validity, priority, recording, re-recording, filing or re-filing of this Indenture or any Supplemental Indenture,

(ii) any instrument or document of further assurance or collateral assignment,

(iii) the filing, execution, delivery, recording, or authorization of any financing statements, amendments thereto or continuation statements,

(iv) insurance of the Improvement Area #3 Improvements or collection of insurance money,

(v) the validity of the execution by the City of this Indenture, any Supplemental Indenture or instruments or documents of further assurance, or

(vi) the sufficiency of the security for the 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 Bonds authenticated or delivered hereunder; provided the Trustee follows the written instructions provided by the City with respect to the use of the proceeds of the Bonds.

(j) The Trustee, as an Administrative Expense, may request, conclusively rely on and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, direction, consent, certificate, order, judgment, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons, not only as to due execution, validity, and effectiveness, but also as to the truth and accuracy of any information contained therein. Any action taken by the Trustee pursuant to this Indenture upon the direction, request, authority or consent of any Person who is the Owner of any 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 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 events or information, default or Event of Default, except Events of Default described in Section 11.1(a)(i), unless the Trustee has actual knowledge thereof or 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 66-2/3% of the aggregate outstanding principal amount of Bonds. 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 above.

(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 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 or inactions taken hereunder.

(n) The Trustee shall be entitled to file proofs of claim in bankruptcy at the direction of no less than 66-2/3% of the Owners. 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 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, subject to the limitations set forth herein, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the 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 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 Bonds.

(r) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(s) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Improvement Area #3 Improvements 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 Improvements 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.

(t) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, or any of its directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(u) In the event that any assets held hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court,

or any order, judgment or decree shall be made or entered by any court order affecting such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(v) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

Section 9.4. Property Held in Trust.

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

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may, as an Administrative Expense, request, conclusively rely on and shall be protected in acting or refraining from acting upon any resolution, instrument, opinion, report, direction, order, notice, judgment, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or for any action taken or omitted to be taken upon the advice or written opinion of any counsel, architect, engineer, insurance consultant, management consultant, accountant or other professional retained or consulted by the Trustee, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Sections 9.1 and 9.3 hereof, the Trustee may consult with counsel, selected by the Trustee with due care, 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, and the Trustee shall not be liable for, 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 Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by such 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 sole 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 Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

The City hereby agrees to compensate the Trustee, from the amount collected each year for Administrative Expenses and in the manner set forth in this Section, for the Trustee's services as Trustee and as Paying Agent/Registrar. The Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, 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 specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall be compensated from any and all funds at any time held by it for such extraordinary services and any services or work performed by Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

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

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time on 30 days' advance written notice to the Trustee by (i) the Owners of at least a majority of the aggregate Outstanding principal of the 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, or (ii) the City, so long as the City is not in default under this Indenture. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate outstanding principal of the 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.

(c) Unless and until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds in accordance with the immediately preceding paragraph.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the

appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

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

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

(g) Trustee shall not be responsible for or liable for the acts or omissions of any successor trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor trustee.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

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

Section 9.12. Merger, Conversion or Consolidation of Trustee.

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

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee may file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Under no circumstances shall the Trustee have an obligation or responsibility to file such financing statements or continuation statements except as provided in this Section.

Section 9.14. Construction of Indenture.

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

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, executed by both the City and the Trustee, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least 51% of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any 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 Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights, immunities or obligations of the Trustee without its written consent.

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

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

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

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

(iv) to provide for the issuance of Refunding Bonds, as set forth in Section 13.2 hereof;

(v) to appoint or accept a successor trustee in accordance with the provisions of Section 9.10 hereof; provided, however, in no event shall this provision limit the Owners' ability to appoint a successor trustee pursuant to Section 9.10(b) hereof; and

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

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment or supplement: (i) is permitted under Applicable Laws and the provisions of this Indenture in effect after taking into account the proposed amendment or supplement; (ii) will not adversely affect the interests of the Owners in any material respect; provided, however, that an appointment of a successor trustee in accordance with the provisions hereof and the issuance of Refunding Bonds in accordance with the provisions of Section 13.2 hereof are each deemed to not be a material adverse effect for purposes of such opinion; and (iii) will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

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

Section 10.3. 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 Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Except as set forth in Section 10.1, such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60 day period; provided, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

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

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action,

shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

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

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 hereof, with the written consent of at least 51% of the Owners in aggregate principal amount of the Bonds then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 hereof.

Section 10.8. Execution of Supplemental Indenture.

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

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within 30 days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of 90

days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or 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 Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

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

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the 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 herein, (iv) the Trustee has for 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 written direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) written notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his, or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

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

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

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount

available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

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

Within 10 days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

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

Section 11.6. Evidence of Ownership of Bonds.

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

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

partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

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

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

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

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

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

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

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

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

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

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

(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.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times, during the Trustee's regular business hours, be subject to inspection by the City and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. 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 Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

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

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

Section 13.2. Additional Obligations or; Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, 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 the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues or assessments levied against the Assessed Property so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from the Trust Estate so long as such pledge is subordinate to the pledge of the Trust Estate securing payment of the Bonds.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds, Additional Obligations, or subordinate obligations may be issued by the City unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations, or subordinate obligations are scheduled to mature on September 1 of the years in which principal is scheduled to mature, and (2) the interest on such Refunding Bonds, Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain the same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

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

Section 14.2. Satisfaction of Indenture.

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

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (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 for such purpose, shall be sufficient to pay when due the principal of and interest on the Bonds to become due on such 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 or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the 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 Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibit(s) hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

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

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

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

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

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

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

Section 15.4. Waiver of Personal Liability.

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

Section 15.5. Notices to and Demands on City and Trustee.

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

If to the City:	City of Justin, Texas 415 N. College Ave., Justin, Texas 76247 Attn: City Manager Email:citymanager@cityofjustin.com
If to the Trustee or the Paying Agent/Registrar:	Wilmington Trust, National Association 15950 North Dallas Parkway, Suite 200 Dallas, Texas 75248 Attn: Parker Merritt Email:pmerritt@wilmingtontrust.com

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

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

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

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, 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"), 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 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 15.6. Partial Invalidity.

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

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas. With respect to this Indenture and any conflicts arising therefrom, the parties hereby (i) irrevocably submit to the exclusive jurisdiction of any federal district or state district court with jurisdiction in Denton County, Texas, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Indenture.

Section 15.8. Payment on Business Day.

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

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.10. Statutory Verifications.

The Trustee makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) Not a Sanctioned Company. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[*Remainder of Page Intentionally Left Blank]*

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

CITY OF JUSTIN, TEXAS

By: _____
James Clark, Mayor

ATTEST:

_____
Amy M. Piukana, City Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

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

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF JUSTIN, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #3 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20__	September 25, 2025	_____

The City of Justin, 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 on March 1 and September 1 of each year, commencing March 1, 2026, 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 Wilmington, Delaware (the "Designated Payment/Transfer Office"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "Trustee",

which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the 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 September 25, 2025 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of September 1, 2025 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the 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 Improvements, (ii) paying a portion of the costs incidental to the organization and administration of the District, and (iii) paying the Bond Issuance Costs, including funding a reserve fund, and other costs related to the issuance of the Bonds.

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

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

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

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

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
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__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
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

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, 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 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 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.

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 45 days prior to the mandatory sinking fund redemption date shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem the Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, 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 par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on any date specified in a City Certificate, 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, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

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

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.

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

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

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

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

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF JUSTIN, 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.

_____
Mayor, City of Justin, Texas

_____
City Secretary, City of Justin, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY THAT there is on file and of record in my office 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.

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, 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 Exhibit A, 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:

Years Principal Amount ($) Interest Rate (%)

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

APPENDIX C

FORM OF SERVICE AND ASSESSMENT PLAN

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Timberbrook Public Improvement District No. 1

2025 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

AUGUST 28, 2025

AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this 2025 A&R Service and Assessment Plan shall have the meanings given to them in **Section I** unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section", "Exhibit", or an “Appendix” shall be a reference to a Section of this 2025 A&R Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2025 A&R Service and Assessment Plan for all purposes.

On September 25, 2017, the City Council passed and approved Resolution No. 513-17 authorizing the establishment of the District in accordance with the Act, which authorization was effective upon publication as required by the Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 571.869 acres located within the corporate limits of the City, as described by the legal description on **Exhibit O-1** and depicted on **Exhibit A-1**.

On March 26, 2018, the City approved the 2018 Service and Assessment Plan for the District by adopting the 2018 Assessment Ordinances, which approved the levy of Assessments on Assessed Property within Improvement Area #1 and the Major Improvement Area of the District and approved the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll.

On July 8, 2019, the City Council approved the 2019 Annual Service Plan Update for the District by council action, which updated the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll for 2019.

On June 29, 2020, the City Council approved the 2020 Annual Service Plan Update for the District by approving Resolution No. 544-20, which updated the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll for 2020.

On June 28, 2021, the City Council approved the 2021 A&R Service and Assessment Plan (June Update) for the District by adopting Ordinance No. 700-21, which served to amend and restate the 2018 Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2019 Annual Service Plan Update and 2020 Annual Service Plan Update), in its entirety for the purposes of (1) identifying the Improvement Area #2 Improvements, Improvement Area #2-A Improvements, and Improvement Area #2-B Improvements, (2) levying Improvement Area #2-A Assessments, and (3) updating the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll.

On August 10, 2021, the City Council approved the 2021 A&R Service and Assessment Plan (August Update) for the District by adopting Ordinance No. 704-21, which served to amend and restate the 2021 A&R Service and Assessment Plan (June Update), in its entirety for the purposes of (1) levying Improvement Area #2-B Assessments, (2) issuing the Improvement Area #2 Bonds, and (3) updating the Improvement Area #1 Assessment Roll, Major Improvement Area Assessment Roll, and Improvement Area #2-A Assessment Roll.

On June 28, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by adopting Ordinance No. 727-22, which updated the Assessment Rolls for 2022.

On August 8, 2023, the City Council approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 757-23, which updated the Assessment Rolls for 2023.

On July 25, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 783-24, which updated the Assessment Rolls for 2024.

This 2025 A&R Service and Assessment Plan serves to amend and restate the 2021 A&R Service and Assessment Plan (August Update), and any and all prior Annual Service Plan Updates, in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll; (2) updating the Improvement Area #2-A Assessment Roll; (3) updating the Improvement Area #2-B Assessment Roll; (4) updating the Major Improvement Area Assessment Roll; (5) identifying the costs of the Improvement Area #3 Authorized Improvements; (6) identifying the indebtedness to be incurred for the Improvement Area #3 Authorized Improvements, and the manner of assessing the Improvement Area #3 Assessed Property for the costs of the Improvement Area #3 Authorized Improvements; (7) levying the Improvement Area #3 Assessment for the Improvement Area #3 Assessed Property; and (8) approving the Improvement Area #3 Assessment Roll.

The 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 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 the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements

apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Rolls for the Major Improvement Area, Improvement Area #1, Improvement Area #2-A, Improvement Area #2-B, and Improvement Area #3 are included in this 2025 A&R Service and Assessment Plan as **Exhibit F-1**, **Exhibit G-1**, **Exhibit H-1**, **Exhibit I-1**, and **Exhibit J-1**, respectively.

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SECTION I: DEFINITIONS

"2018 Assessment Ordinances" means Ordinance No. 635-18 and Ordinance No. 642-18, approved and adopted by the City Council on March 16, 2018, which levied the Major Improvement Area Assessment and Improvement Area #1 Assessment against the Major Improvement Area Assessed Property and Improvement Area #1 Assessed Property, respectively, and approved the 2018 Service and Assessment Plan.

"2018 Service and Assessment Plan" means the Timberbrook Public Improvement District No. 1 Service and Assessment Plan approved by the City Council on March 26, 2018 by the 2018 Assessment Ordinances.

"2021 A&R Service and Assessment Plan (August Update)" means the Timberbrook Public Improvement District No. 1 2021 A&R Service and Assessment Plan (August Update), which replaced in its entirety the 2021 A&R Service and Assessment Plan (June Update), and which was replaced in its entirety by this 2025 A&R Service and Assessment Plan by the approval of the 2025 Assessment Ordinance.

"2021 A&R Service and Assessment Plan (June Update)" means the Timberbrook Public Improvement District No. 1 2021 A&R Service and Assessment Plan (June Update), which replaced in its entirety the 2018 Service and Assessment Plan.

"2021 Assessment Ordinance (August)" means Ordinance No. 704-21, approved and adopted by the City Council on August 10, 2021, which levied the Improvement Area #2-B Assessment against Improvement Area #2-B Assessed Property, and approved the 2021 A&R Service and Assessment Plan (August Update).

"2021 Assessment Ordinance (June)" means Ordinance No. 700-21, approved and adopted by the City Council on June 28, 2021, which levied the Improvement Area #2-A Assessment against Improvement Area #2-A Assessed Property, and approved the 2021 A&R Service and Assessment Plan (June Update).

"2025 Assessment Ordinance" means an ordinance approved and adopted by the City Council on August 28, 2025, which levied the Improvement Area #3 Assessment against the Improvement Area #3 Assessed Property, and approved this 2025 A&R Service and Assessment Plan.

"2025 A&R Service and Assessment Plan" means this Timberbrook Public Improvement District No. 1 2025 Amended and Restated Service and Assessment Plan as updated, amended, and supplemented from time to time, which is to replace in its entirety the 2021 A&R Service and Assessment Plan (August Update) and any and all prior Annual Service Plan Updates.

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

"Act" means Chapter 372, Texas Local Government Code, as updated or amended.

"Additional Interest" means the amount collected by the application of the Additional Interest Rate.

"Additional Interest Rate" means the up to 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrative Expenses" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2025 A&R Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. 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 City or independent firm designated by the City who shall have the responsibilities provided in this 2025 A&R Service and Assessment Plan, any Indenture, or any

other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) the principal portion of any Assessment; (2) the interest portion of any Assessment; (3) Additional Interest, if applicable; and (4) Administrative Expenses.

"Annual Service Plan Update" means an update to this 2025 A&R 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 of Assessed Property to pay the costs of certain Authorized Improvements as specified herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, and is subject to reallocation upon the subdivision of such Parcel of Assessed Property or reduction according to the provisions herein and the Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefit conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property within the District, including the Major Improvement Area Assessment Roll, the Improvement Area #1 Assessment Roll, the Improvement Area #2-A Assessment Roll, the Improvement Area #2-B Assessment Roll, and the Improvement Area #3 Assessment Roll, each as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Updates. The Assessment Rolls for the Major Improvement Area, Improvement Area #1, Improvement Area #2-A, Improvement Area #2-B, and Improvement Area #3 are included in this 2025 A&R Service and Assessment Plan as **Exhibit F-1**, **Exhibit G-1**, **Exhibit H-1**, **Exhibit I-1**, and **Exhibit J-1**, respectively.

"Authorized Improvements" mean the services and improvements authorized by Section 372.003 of the Act, as depicted on **Exhibit L** and described in **Section III**.

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including but not limited to, and as applicable, attorney fees, financial advisory fees, consultant fees, initial trustee fee, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount, underwriter's counsel fee, fees charged by the Texas Attorney General, original issue discount, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

"City" means the City of Justin, Texas.

"City Council" means the governing body of the City.

"**Commercial Assessed Property**" means any Assessed Property zoned and designated for general business and classified as Lot Type Commercial, consisting of the Improvement Area #2-B Commercial Property (which is also a portion of the Major Improvement Area Assessed Property).

"County" means Denton County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2025 A&R Service and Assessment Plan including penalties and reasonable attorney's fees actually paid but excluding amounts representing interest and penalty interest.

"Developer" means Justin Timberbrook, LLC, a Texas limited liability company or Bloomfield Homes, L.P., a Texas limited partnership and any successor developer of the District or any portion thereof, as applicable.

"Development Agreement" means that certain Development Agreement executed by the City and Justin Timberbrook, LLC on June 6, 2016 and recorded with the County as instrument number 106426 on August 29, 2016, as may be amended.

"District" means the Timberbrook Public Improvement District No. 1 containing approximately 571.869 acres located within the corporate limits of the City, as depicted on **Exhibit A-1** and as more specifically described in **Exhibit O-1.**

"District Formation Costs" means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City or Developer directly associated with the establishment of the District.

"Engineer's Report" means a report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A** for Improvement Area #3**.** The Engineer's Report for the Major Improvement Area,

Improvement Area #1, Improvement Area #2-A, and Improvement Area #2-B are shown in the applicable Assessment Ordinance.

"Estimated Buildout Value" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E.**

"Future Improvement Area(s)" means a distinct portion of the Major Improvement Area, save and except Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4 and developed as individual phases after Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4 with such area(s) to be described and designated in future Annual Service Plan Updates or an amendment to this 2025 A&R Service and Assessment Plan.

"Future Improvement Area Bonds" mean PID Bonds issued to fund Future Improvement Area Improvements. If issued, Future Improvement Area Bonds will be secured by and paid only from Assessments to be levied in the future on Parcels within the Future Improvement Area.

"Future Improvement Area Improvements" means the Authorized Improvements which only benefit the Future Improvement Areas and are described in **Section III.F**.

"Improvement Area #1" means approximately 160.226 acres located within the District as more specifically described in **Exhibit O-3**, and shown on **Exhibit A-3**.

"Improvement Area #1 Annual Installment" means an Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest related to Improvement Area #1 Bonds; and (4) Administrative Expenses related to Improvement Area #1, as shown on **Exhibit G-2**.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against the Improvement Area #1 Assessed Property to pay a portion of the Actual Costs of the Improvement Area #1 Authorized Improvements, which Improvement Area #1 Assessment was imposed pursuant to the applicable 2018 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, and is subject to reallocation upon the subdivision of such Parcel or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates.

"Improvement Area #1 Authorized Improvements" means, collectively, (1) the Improvement Area #1 Projects; (2) the Bond Issuance Costs related to Improvement Area #1 Bonds; and (3) the deposit to the administrative fund in connection with the issuance of the Improvement Area #1 Bonds.

"Improvement Area #1 Bonds" means those certain "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2018 (Timberbrook Public Improvement District No. 1 Improvement Area #1 Project)" that are secured primarily by Improvement Area #1 Assessments levied against Improvement Area #1 Assessed Property.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit L**.

"Improvement Area #1 Projects" means, collectively (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1 Assessed Property, and (2) the Improvement Area #1 Improvements.

"Improvement Area #2" means approximately 251.478 acres located within the District, as more specifically described in **Exhibit O-4**, and depicted on **Exhibit A-4**. Improvement Area #2 is wholly located within the Major Improvement Area and consists of Improvement Area #2-A and Improvement Area #2-B.

"Improvement Area #2 Bonds" mean those certain "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2021 (Timberbrook Public Improvement District No. 1 Improvement Area #2 Project)" that are secured primarily by the Improvement Area #2-A Assessments and the Improvement Area #2-B Assessments.

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.C** and depicted on **Exhibit L**.

"Improvement Area #2 Projects" means, collectively (1) the Improvement Area #2-A Improvements, (2) the Improvement Area #2-B Improvements, and (3) the Improvement Area #2 Improvements.

"Improvement Area #2-A" means approximately 39.522 acres located within the District, as more specifically described in **Exhibit O-5**, and depicted on **Exhibit A-5**. Improvement Area #2-A is wholly located within the Improvement Area #2.

"Improvement Area #2-A Annual Installment" means an Annual Installment of the Improvement Area #2-A Assessment and the allocable portion of the Major Improvement Area Assessment to Improvement Area #2-A as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest related to the Major Improvement Area Bonds; (4) Additional Interest related to Improvement Area #2 Bonds allocable to Improvement Area #2-A; (5) Administrative Expenses related to the Major Improvement Area Assessments allocable to Improvement Area #2-A; and (6) Administrative Expenses related to the Improvement Area #2-A Assessments, as shown on **Exhibit H-2**.

"Improvement Area #2-A Assessed Property" means any Parcel within Improvement Area #2-A against which an Improvement Area #2-A Assessment is levied.

"Improvement Area #2-A Assessment" means an Assessment levied against the Improvement Area #2-A Assessed Property to pay a portion of the Actual Costs of the Improvement Area #2-A Authorized Improvements, which Improvement Area #2-A Assessment was imposed pursuant to the 2021 Assessment Ordinance (June) and the provisions herein, as shown on the Improvement Area #2-A Assessment Roll, and is subject to reallocation upon the subdivision of such Parcel or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

"Improvement Area #2-A Assessment Roll" means the Assessment Roll for the Improvement Area #2-A Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates.

"Improvement Area #2-A Authorized Improvements" means, collectively, (1) the Improvement Area #2-A Projects; (2) the allocable portion of the Bond Issuance Costs of the Improvement Area #2 Bond related to Improvement Area #2-A; and (3) the portion of the deposit to the administrative fund related to Improvement Area #2-A in connection with the issuance of Improvement Area #2 Bonds.

"Improvement Area #2-A Improvements" means the Authorized Improvements which only benefit the Improvement Area #2-A Assessed Property, as further described in **Section III.D** and depicted on **Exhibit L**.

"Improvement Area #2-A Projects" means, collectively (1) the pro rata portion of the Improvement Area #2 Improvements allocable to Improvement Area #2-A Assessed Property, and (2) the Improvement Area #2-A Improvements.

"Improvement Area #2-B" means approximately 212.203 located within the District, as more specifically described in **Exhibit O-6**, and depicted on **Exhibit A-6**. Improvement Area #2-B is wholly located within the Improvement Area #2.

"Improvement Area #2-B Annual Installment" means an Annual Installment of the Improvement Area #2-B Assessment and the allocable portion of the Major Improvement Area Assessment to Improvement Area #2-B as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest related to the Major Improvement Area Bonds; (4) Additional Interest related to Improvement Area #2 Bonds allocable to Improvement Area #2-B; (5) Administrative Expenses related to the Major Improvement Area Assessments allocable to Improvement Area #2-B; and (6) Administrative Expenses related to the Improvement Area #2-B Assessments, as shown on **Exhibit I-2**.

"Improvement Area #2-B Assessed Property" means any Parcel within Improvement Area #2-B against which an Improvement Area #2-B Assessment is levied.

"Improvement Area #2-B Assessment" means an Assessment levied against the Improvement Area #2-B Assessed Property to pay a portion of the Actual Costs of the Improvement Area #2-B Authorized Improvements, which Improvement Area #2-B Assessment was imposed pursuant to the 2021 Assessment Ordinance (August) and the provisions herein, as shown on the Improvement Area #2-B Assessment Roll, and is subject to reallocation upon the subdivision of such Parcel or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

"Improvement Area #2-B Assessment Roll" means the Assessment Roll for the Improvement Area #2-B Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates.

"Improvement Area #2-B Authorized Improvements" means, collectively, (1) the Improvement Area #2-B Projects; (2) the allocable portion of the Bond Issuance Costs of the Improvement Area #2 Bonds related to Improvement Area #2-B; and (3) the portion of the deposit to the administrative fund related to Improvement Area #2-B in connection with the issuance of the Improvement Area #2 Bonds.

"Improvement Area #2-B Improvements" means the Authorized Improvements which only benefit the Improvement Area #2-B Assessed Property, as further described in **Section III.E** and depicted on **Exhibit L**.

"Improvement Area #2-B Commercial Property" means the portion of Improvement Area #2-B that is intended or used primarily for non-residential purposes, including but not limited to retail,

office, or other business or commercial activities, and classified as Lot Type Commercial, and more specifically described in **Exhibit O-7**.

"Improvement Area #2-B Single Family Property" means the portion of Improvement Area #2-B that is intended or used primarily for residential purposes, including single-family homes, which is more specifically described in **Exhibit O-8**.

"Improvement Area #2-B Projects" means collectively: (1) the pro rata portion of the Improvement Area #2 Improvements allocable to Improvement Area #2-B Assessed Property, and (2) the Improvement Area #2-B Improvements.

"Improvement Area #3" means approximately 52.354 acres located within the District as more specifically described in **Exhibit O-9**, and shown on **Exhibit A-7**. Improvement Area #3 is wholly located within the Major Improvement Area.

"Improvement Area #3 Annual Installment" means an Annual Installment of the Improvement Area #3 Assessment and the allocable portion of the Major Improvement Area Assessment to Improvement Area #3 as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest related to the Major Improvement Area Bonds; (4) Additional Interest related to Improvement Area #3 Bonds; (5) Administrative Expenses related to the Major Improvement Area Assessments allocable to Improvement Area #3; and (6) Administrative Expenses related to Improvement Area #3 Assessments, as shown on **Exhibit J-2**.

"Improvement Area #3 Assessed Property" means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

"Improvement Area #3 Assessment" means an Assessment levied against the Improvement Area #3 Assessed Property to pay a portion of the Actual Costs of the Improvement Area #3 Authorized Improvements, which Improvement Area #3 Assessment was imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, and is subject to reallocation upon the subdivision of such Parcel or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

"Improvement Area #3 Assessment Roll" means the Assessment Roll for the Improvement Area #3 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates.

"Improvement Area #3 Authorized Improvements" means, collectively, (1) the Improvement Area #3 Improvements; (2) the Bond Issuance Costs related to Improvement Area #3 Bonds; and

(3) the deposit to the administrative fund in connection with the issuance of the Improvement Area #3 Bonds.

"Improvement Area #3 Bonds" means those certain "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project)" that are secured primarily by Improvement Area #3 Assessments levied against Improvement Area #3 Assessed Property.

"Improvement Area #3 Improvements" means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property, as further described in **Section III.F** and depicted on **Exhibit L**.

"Improvement Area #3 Remainder Parcel" means a Parcel of Improvement Area #3 Assessed Property anticipated to be subdivided against which a portion of the Improvement Area #3 Assessment is levied, as shown on the Improvement Area #3 Assessment Roll.

"Improvement Area #4" means approximately 30.566 acres located within the Major Improvement Area of the District as more specifically described in **Exhibit O-10**, and shown on **Exhibit A-8**. Improvement Area #4 is wholly located within the Major Improvement Area.

"Improvement Area #4 Condominium Regime" means the Declaration of Condominium Regime for Ladera at Timberbrook Condominiums filed in the Denton County property records as Instrument Number 24102.

"Improvement Area #4 Annual Installment" means the Annual Installment of the allocable portion of the Major Improvement Area Assessment to Improvement Area #4 as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest related to Major Improvement Area Bonds; (5) Administrative Expenses related to the Major Improvement Area Assessments allocable to Improvement Area #4.

"Improvement Area #4 Assessed Property" means any Parcel of Major Improvement Area Assessed Property within Improvement Area #4 against which a portion of the Major Improvement Area Assessment is levied.

"Indenture" means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth the terms and conditions related to a series of PID Bonds.

"LOM" means a final limited offering memorandum used in connection with the marketing and sale of a series of PID Bonds.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the plat or filed in the official public records of the County, a tract of land described by "Lot" in such subdivision plat; (2) for any portion of the District for which a subdivision plat has not been recorded in the plat or official public records of the County, a tract of land anticipated to be described as a "Lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat; and (3) for any portion of Improvement Area #4 of the District for which the Improvement Area #4 Condominium Regime has been filed, a tract of land described by "unit" in the final Improvement Area #4 Condominium Regime. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single family residential, lot size, home product, Estimated Buildout Value, etc.), as provided by the Developer 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, as shown on **Exhibit E**. The buyer disclosure for each Lot Type is attached in **Appendix B**.

"Lot Type 1" means a Lot Type within Improvement Area #1, generally marketed to home builders as a 60' Lot. The buyer disclosure for Lot Type 1 is attached in **Appendix B**.

"Lot Type 2" means a Lot Type within Improvement Area #1, generally marketed to home builders as a 70' Lot. The buyer disclosure for Lot Type 2 is attached in **Appendix B**.

"Lot Type 3" means a Lot Type within Improvement Area #1, generally marketed to home builders as an 80' Lot. The buyer disclosure for Lot Type 3 is attached in **Appendix B**.

"Lot Type 4" means a Lot Type within Improvement Area #2-A, generally marketed to home builders as a 70' Lot. The buyer disclosure for Lot Type 4 is attached in **Appendix B**.

"Lot Type 5" means a Lot Type within Improvement Area #2-A, generally marketed to home builders as an 80' Lot. The buyer disclosure for Lot Type 5 is attached in **Appendix B**.

"Lot Type 6" means a Lot Type within Improvement Area #2-B, generally marketed to home builders as a 60' Lot. The buyer disclosure for Lot Type 6 is attached in **Appendix B**.

"Lot Type 7" means a Lot Type within Improvement Area #2-B, generally marketed to home builders as a 70' Lot. The buyer disclosure for Lot Type 7 is attached in **Appendix B**.

"Lot Type 8" means a Lot Type within Improvement Area #2-B, generally marketed to home builders as an 80' Lot. The buyer disclosure for Lot Type 8 is attached in **Appendix B**.

"Lot Type 9" means a Lot Type within Improvement Area #3, generally marketed to home builders as 60' Lot or 65' Lot. The buyer disclosure for Lot Type 9 is attached in **Appendix B**.

"Lot Type 10" means a Lot Type within Improvement Area #4, generally marketed as condominium units in accordance with the Improvement Area #4 Condominium Regime. The buyer disclosure for Lot Type 10 is attached in **Appendix B**.

"Lot Type Commercial" means a Lot Type within the Improvement Area #2-B Commercial Property, generally marketed as commercial property. The buyer disclosure for Lot Type Commercial is attached in **Appendix B**.

"Major Improvement Area" means approximately 411.643 located within the District as more specifically described in **Exhibit O-2**, and shown on **Exhibit A-2**.

"Major Improvement Area Annual Installment" means the Annual Installment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest related to the Major Improvement Area Bonds; and (4) Administrative Expenses related to Major Improvement Area, as shown on **Exhibit F-2**.

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

"Major Improvement Area Assessment" means an Assessment levied against the Major Improvement Area Assessed Property to pay a portion of the Actual Costs of the Major Improvement Area Authorized Improvements, which the Major Improvement Area Assessment was imposed pursuant to the applicable 2018 Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, and is subject to reallocation upon the subdivision of such Parcel or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

"Major Improvement Area Assessment Roll" means the Assessment Roll for the Major Improvement Area Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates.

"Major Improvement Area Authorized Improvements" means, collectively, (1) the Major Improvements; (2) the Bond Issuance Costs related to the Major Improvement Area Bonds; and (3) the deposit to the administrative fund in connection with the issuance of the Major Improvement Area Bonds.

"**Major Improvement Area Bonds**" means those certain "City of Justin, Texas, Assessment Revenue Bonds, Series 2018 (Timberbrook Public Improvement District No. 1 Major Improvement Project)" that are secured primarily by Major Improvement Area Assessments levied against the Major Improvement Area Assessed Property.

"Major Improvement Area Remainder Parcel" means a Parcel of Assessed Property anticipated to be subdivided against which a portion of the Major Improvement Area Assessment is levied, as shown on the Major Improvement Area Assessment Roll.

"Major Improvement Area Projects" means the pro rata portion of the Major Improvements allocable to the Major Improvement Area.

"**Major Improvements**" means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, and as further described in **Section III.A**, and depicted on **Exhibit L**.

"Maximum Assessment" means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A** or **Section VI.B** or (2) for each Lot Type, the amount shown on **Exhibit E.**

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council which may include Public Property.

"Notice of Assessment Termination" means a document that shall be recorded in the official public records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit M**.

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

"PID Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

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

"Prepayment Costs" means interest, including Additional Interest, and Administrative Expenses to the date of Prepayment.

"Public Property" means real property, whether conveyed or dedicated in fee simple, as an easement, license, or otherwise, to the federal government, the County, the City, or to any other political subdivision, public or government agency, or public utility.

"Quarterly Report" has the meaning provided in either (1) for Improvement Area #1, the Continuing Disclosure Agreement of Developer dated April 1, 2018, related to the Improvement Area #1 Bonds, (2) for the Major Improvement Area, the Continuing Disclosure Agreement of Developer dated April 1, 2018, related to the Major Improvement Area Bonds, (3) for Improvement Area #2, the Continuing Disclosure Agreement of Developer dated September 1, 2021, related to the Improvement Area #2 Bonds, or (4) for Improvement Area #3, the Continuing Disclosure Agreement of Developer dated September 1, 2025, related to the Improvement Area #3 Bonds.

"**Single Family Assessed Property**" means any Assessed Property zoned and designated for single family residential development, currently consisting of the Improvement Area #1 Assessed Property, the Improvement Area #2-A Assessed Property, the Improvement Area #2-B Single Family Property, the Improvement Area #3 Assessed Property, and the Major Improvement Area Assessed Property (save and except the portion of the Major Improvement Area Assessed Property consisting of the Improvement Area #2-B Commercial Property).

"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.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 571.869 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by legal description on **Exhibit O-1** and depicted on **Exhibit A-1.** Development of the District is anticipated to include 1,364 single-family homes (excluding any condominium units to be constructed within the approximate 30.566 acres of active-adult residential area). The District also includes approximately 17.857 acres of anticipated commercial land use within Improvement Area #2-B.

Improvement Area #1 includes approximately 160.226 contiguous acres, the boundaries of which are more particularly described by legal description on **Exhibit O-3** and depicted on **Exhibit A-3**. Development of Improvement Area #1 includes 390 Lots developed with single-family homes (296 single-family homes that are on Lots classified as Lot Type 1, 69 single-family homes that are on Lots classified as Lot Type 2, and 25 single-family homes that are on Lots classified as Lot Type 3).

Improvement Area #2 includes an area wholly within the Major Improvement Area of the District to be developed as generally shown on the map on **Exhibit A-4** and is described by legal description bounds on **Exhibit O-4** consisting of approximately 251.478 acres. Improvement Area #2 is comprised of (1) Improvement Area #2-A, as generally shown on the map on **Exhibit A-5** and described by legal description on **Exhibit O-5**, consisting of approximately 39.522 acres; and (2) Improvement Area #2-B, as generally shown on the map on **Exhibit A-6** and described by legal description bounds on **Exhibit O-6**, consisting of approximately 212.203 acres. Improvement Area #2-A is comprised of 79 Lots developed with single-family homes (36 single-family homes that are on Lots classified as Lot Type 4, and 43 single-family homes that are on Lots classified as Lot Type 5). Improvement Area #2-B is comprised of 538 Lots developed with single-family homes (400 single-family homes that are on Lots classified as Lot Type 6, 18 single-family homes that are on Lots classified as Lot Type 7, 120 single-family homes that are on Lots classified as Lot Type 8) and approximately 17.857 acres of commercial land use.

Improvement Area #3 includes approximately 52.354 contiguous acres, the boundaries of which are more particularly described by legal description on **Exhibit O-9** and depicted on **Exhibit A-7**. Development of Improvement Area #3 includes 169 Lots developed with single-family homes that are on Lots classified as Lot Type 9.

Improvement Area #4 includes approximately 30.566 contiguous acres, the boundaries of which are more particularly described by legal description on **Exhibit O-10** and depicted on **Exhibit A-8**. Development of Improvement Area #4 includes the up to 160 Lots developed with condominium units that are on Lots classified as Lot Type 10.

The Major Improvement Area includes approximately 411.643 acres, the boundaries of which are more particularly described by legal description on **Exhibit O-2** and depicted on **Exhibit A-2**. The Major Improvement Area is anticipated to be comprised of approximately 1,059 residential Lots, the approximate 30.566 acres of active-adult residential, and approximately 17.857 acres of commercial land use. Improvement Area #2, including Improvement Area #2-A and Improvement Area #2-B, Improvement Area #3, and Improvement Area #4 are wholly located within the Major Improvement Area. In addition to Improvement Area #2, Improvement Area #3, and Improvement Area #4, the Major Improvement Area includes approximately 77.245 acres that are expected to be developed as Future Improvement Areas.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by (1) the Developer, (2) the Improvement Area #3 Improvements Engineer' Report attached hereto as **Appendix A**, and (3) the Developer's engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the improvements described below are Authorized Improvements authorized by the Act that confer a special benefit on the Assessed Property, as summarized on **Exhibit B**. Authorized Improvements will be designed and constructed in accordance with City standards and specifications, as proscribed and modified by the Development Agreement, and will be owned and operated by the City.

A. Major Improvements

- *Street*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within the District.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to all Lots within the District.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in the District.

- *District Formation Costs*

  The costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City or Developer directly associated with the establishment of the District.

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer and storm drainage improvements as described above.

B. Improvement Area #1 Improvements

- *Street*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #1.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to all Lots within

Improvement Area #1.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Improvement Area #1.

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer and storm drainage improvements as described above.

C. Improvement Area #2 Improvements

- *Street*

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

- *Water*

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

- *Sanitary Sewer*

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

- *Storm Drainage*

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

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer and storm drainage improvements as described above.

D. Improvement Area #2-A Improvements

- *Street*

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

- *Water*

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

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion

control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2-A.

- *Storm Drainage*

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

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer and storm drainage improvements as described above.

E. Improvement Area #2-B Improvements

- *Street*

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

- *Water*

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

- *Sanitary Sewer*

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

- *Storm Drainage*

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

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer and storm drainage improvements as described above.

F. Improvement Area #3 Improvements

- *Street*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #3.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, water main connections, water meters, service connections, testing, related earthwork, excavation, erosion control, hydrants, platting, staking, steel encasement, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #3.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #3.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and

boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Improvement Area #3.

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing and governmental submittal fees for the costs associated with the street, water, sanitary sewer and storm drainage improvements as described above.

G. Future Improvement Area Improvements

As Future Improvement Areas are developed, this section will be updated with Future Improvement Area Improvements specific to the Future Improvement Areas.

H. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount required under an Indenture in connection with the issuance of PID Bonds to fund account(s) of a reserve fund created for such series of PID Bonds.

- *Capitalized Interest*

  Equals the capitalized interest payments on PID Bonds as reflected in an applicable Indenture.

- *Underwriting Discount*

  Equals a percentage of the par amount of a series of PID Bonds and includes 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, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

I. Other Costs

- *Deposit to Administrative Fund*

  Equals the amount necessary to fund the first year's Administrative Expenses for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The 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 must be reviewed and updated by the City Council at least annually. **Exhibit C** summarizes the Service Plan for the Major Improvement Area, Improvement Area #1, Improvement Area #2-A, Improvement Area #2-B, Improvement Area #3, and Improvement Area #4. Pursuant to the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2025 A&R Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as Appendix B.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements, fund required reserves and issue the PID Bonds. The sources and uses of funds shown in **Exhibit D** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The Act allows the City Council to apportion the Authorized Improvements to the Assessed Property based on the special benefit received by the Authorized Improvements. The Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The 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 A&R Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the

basis and justification for the determination that this special benefit is equal to or exceeds the amount of the Assessments levied or to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer 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 the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the cost of the Authorized Improvements shall be allocated or apportioned as follows:

- By the City Council approving the applicable 2018 Assessment Ordinance, the Major Improvements were allocated between Improvement Area #1 and the Major Improvement Area based on the total number of estimated residential Lots. Improvement Area #1 was allocated 27.55% of the Major Improvements. The remaining 72.45% of Major Improvements were allocated to the Major Improvement Area. This amount shall be allocated among Improvement Area #2-A, Improvement Area #2-B, Improvement Area #3, Improvement Area #4, and the Future Improvement Areas pro rata based on the Estimated Buildout Value of Assessed Property.

- By the City Council approving the applicable 2018 Assessment Ordinance, the Improvement Area #1 Authorized Improvements were allocated 100% to Improvement Area #1 Assessed Property by spreading the entire Improvement Area #1 Assessment across all Improvement Area #1 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property.

- By the City Council approving the 2021 Assessment Ordinance (June), the Improvement Area #2 Improvements were allocated to each Improvement Area #2-A Assessed Property and Improvement Area #2-B Assessed Property in Improvement Area #2 pro rata based on the Estimated Buildout Value of all Parcels within Improvement Area #2, as depicted on **Exhibit B**.

- By the City Council approving the 2021 Assessment Ordinance (June), the Improvement Area #2-A Authorized Improvements were allocated 100% to each Improvement Area #2-

A Assessed Property by spreading the entire Improvement Area #2-A Assessment across all Improvement Area #2-A Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2-A Assessed Property to the Estimated Buildout Value of all Improvement Area #2-A Assessed Property, as depicted on **Exhibit B**.

- By the City Council approving the 2021 Assessment Ordinance (August), Improvement Area #2-B Authorized Improvements were allocated 100% to each Improvement Area #2-B Assessed Property by spreading the entire Improvement Area #2-B Assessment across all Improvement Area #2-B Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2-B Assessed Property to the Estimated Buildout Value of all Improvement Area #2-B Assessed Property, as depicted on **Exhibit B**.

- By the City Council approving the 2025 Assessment Ordinance, the costs of the Improvement Area #3 Authorized Improvements were allocated 100% to each Improvement Area #3 Assessed Property by spreading the entire Improvement Area #3 Assessment across all Improvement Area #3 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #3 Assessed Property to the Estimated Buildout Value of all Improvement Area #3 Assessed Property, as depicted on **Exhibit B**.

B. Assessments

Assessments are levied on the Assessed Property according to the Major Improvement Area Assessment Roll, Improvement Area #1 Assessment Roll, Improvement Area #2-A Assessment Roll, Improvement Area #2-B Assessment Roll, and Improvement Area #3 Assessment Roll attached hereto as **Exhibit F-1**, **Exhibit G-1**, **Exhibit H-1**, **Exhibit I-1**, and **Exhibit J-1**, respectively. The projected Annual Installments for the Major Improvement Area, Improvement Area #1, Improvement Area #2-A, Improvement Area #2-B, Improvement Area #3, and Improvement Area #4 are shown on **Exhibit F-2**, **Exhibit G-2**, **Exhibit H-2**, **Exhibit I-2**, **Exhibit J-2**, and **Exhibit K**, respectively, and are subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of a Parcel, the applicable Assessment shall be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type within Improvement Area #1, Improvement Area #2-A, Improvement Area #2-B, Improvement Area #3, and Improvement Area #4 are shown on **Exhibit E**. In no case will the Assessment for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type Commercial, or Lot Type 10 exceed the corresponding Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity 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, has found and determined:

1. Major Improvement Area

a. The Actual Costs of the Major Improvement Area Authorized Improvements allocable to the Major Improvement Area equal $7,180,000, as shown on **Exhibit B**; and

b. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Authorized Improvements equal to or greater than the Actual Cost of the Major Improvement Area Authorized Improvements; and

c. With the adoption of the applicable 2018 Assessment Ordinance, the Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied for the Major Improvement Area Authorized Improvements, which equals $7,180,000; and

d. The special benefit (≥ $7,180,000) received by the Major Improvement Area Assessed Property from the Major Improvement Area Authorized Improvements is equal to or greater than the amount of the Major Improvement Area Assessments ($7,180,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements.

e. At the time the City Council approved the 2018 Service and Assessment Plan, the Developer owned 100% of the Major Improvement Area Assessed Property. The Developer acknowledged that the Major Improvement Area Authorized Improvements confer a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2018 Assessment Ordinances; (2) the 2018 Service and Assessment Plan and the 2018 Assessment Ordinances; and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

2. *Improvement Area #1*

   a. The Actual Costs of the Improvement Area #1 Authorized Improvements allocable to Improvement Area #1 equal $11,867,662, as shown on **Exhibit B**; and

   b. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements; and

   c. With the adoption of the 2018 Assessment Ordinances, Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Authorized Improvements, which equals $8,130,000; and

   d. The special benefit (≥ $11,867,662) received by Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is equal to or greater than the amount of the Improvement Area #1 Assessments ($8,130,000) levied on Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements.

   e. At the time the City Council approved the 2018 Service and Assessment Plan, the Developer owned 100% of the Improvement Area #1 Assessed Property. The Developer 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 Developer ratified, confirmed, accepted, agreed to and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2018 Assessment Ordinances; (2) the 2018 Service and Assessment Plan and the 2018 Assessment Ordinances; and (3) the levying of Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

3. *Improvement Area #2-A*

   a. The Actual Costs of the Improvement Area #2-A Authorized Improvements equal $3,344,168, as shown on **Exhibit B**; and

   b. The Improvement Area #2-A Assessed Property receives special benefit from the Improvement Area #2-A Authorized Improvements is equal to or greater than the Actual Cost of the Improvement Area #2-A Authorized Improvements; and

c. With the adoption of the 2021 Assessment Ordinance (June), Improvement Area #2-A Assessed Property was allocated 100% of the Improvement Area #2-A Assessments levied for the Improvement Area #2-A Authorized Improvements, which equals $2,550,000; and

d. The special benefit (≥ $3,344,168) received by Improvement Area #2-A Assessed Property from the Improvement Area #2-A Authorized Improvements is greater than the amount of the Improvement Area #2-A Assessments ($2,550,000) levied on Improvement Area #2-A Assessed Property for the Improvement Area #2-A Authorized Improvements; and

e. At the time the City Council approved the 2021 A&R Service and Assessment Plan (June Update), the Developer owned 100% of the Improvement Area #2-A Assessed Property. The Developer acknowledged that the Improvement Area #2-A Authorized Improvements confer a special benefit on the Improvement Area #2-A Assessed Property and consented to the imposition of the Improvement Area #2-A Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2021 Assessment Ordinance (June), (2) the 2021 A&R Service and Assessment Plan (June Update), and (3) the levying of the Improvement Area #2-A Assessments on the Improvement Area #2-A Assessed Property.

4. Improvement Area #2-B

a. The Actual Costs of Improvement Area #2-B Authorized Improvements equal $25,607,723, as shown on **Exhibit B**; and

b. The Improvement Area #2-B Assessed Property receives special benefit from the Improvement Area #2-B Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #2-B Authorized Improvements; and

c. The Improvement Area #2-B Assessed Property is allocated 100% of the Improvement Area #2-B Assessments in the amount of $17,720,000; and

d. The special benefit (≥ $25,607,723) received by Improvement Area #2-B Assessed Property from the Improvement Area #2-B Authorized Improvements is equal to or greater than the amount of the Improvement Area #2-B Assessments

($17,720,000) levied on Improvement Area #2-B Assessed Property for the Improvement Area #2-B Authorized Improvements; and

e. At the time the City Council approved the 2021 A&R Service and Assessment Plan (August Update), the Developer owned 100% of the Improvement Area #2-B Assessed Property. The Developer acknowledged that the Improvement Area #2-B Authorized Improvements confer a special benefit on the Improvement Area #2-B Assessed Property and consented to the imposition of the Improvement Area #2-B Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, and the 2021 Assessment Ordinance (August); (2) the 2021 A&R Service and Assessment Plan (August Update); and (3) the levying of the Improvement Area #2-B Assessments on the Improvement Area #2-B Assessed Property.

- *Improvement Area #3*

a. The costs of the Improvement Area #3 Authorized Improvements equal $7,750,387, as shown on **Exhibit B**; and

b. 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

c. By the City Council approving the 2025 Assessment Ordinance, the Improvement Area #3 Assessed Property was allocated 100% of the Improvement Area #3 Assessment levied for the Improvement Area #3 Authorized Improvements, which equaled $6,381,000, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J-1**; and

d. The special benefit ($\geq$ $7,750,387) received by the Improvement Area #3 Assessed Property from the Improvement Area #3 Authorized Improvements is equal to or greater than the amount of the Improvement Area #3 Assessment ($6,381,000) levied on the Improvement Area #3 Assessed Property at the time the City Council approved the 2025 Assessment Ordinance for the Improvement Area #3 Authorized Improvements; and

e. At the time the City Council approved the 2025 Assessment Ordinance, the Developer owned 100% of the Improvement Area #3 Assessed Property. The Developer acknowledged that the Improvement Area #3 Authorized

Improvements conferred a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2025 Assessment Ordinance; (2) this 2025 A&R Service and Assessment Plan and the 2025 Assessment Ordinance; and (3) the levying of the Improvement Area #3 Assessment on the Improvement Area #3 Assessed Property.

b. Future Improvement Area

As Future Improvement Areas are developed, this section will be updated with special benefit specific to the Future Improvement Areas.

D. Administrative Expenses

The costs of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. The Additional Interest shall be collected as part of each Annual Installment. The Additional Interest shall be deposited and used as described in the Indenture for any PID Bonds.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments for Single Family Assessed Property

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Single Family Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Single Family Assessed Property prior to the division among the newly divided Single Family 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 Single Family Assessed Property
B = the Assessment for the Single Family Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Single Family Assessed Property
D = the sum of the Estimated Buildout Value for all of the newly divided Single Family Assessed Properties

The calculation of the Estimated Buildout Value of a Single Family Assessed Property shall be performed by the Administrator based on information from the Developer, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Single Family Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8 and Lot Type 9 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Single Family Assessed Properties shall equal the Assessment for the Single Family Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Single Family Assessed Property. The reallocation of an Assessment for a Single Family 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 A&R Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Single Family Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Single Family Assessed Property prior to the subdivision among the new subdivided Lots based on the 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 of the newly subdivided Lots excluding Non-Benefitted Property
E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer 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 considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8 and Lot Type 9 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Single Family Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Single Family Assessed Property. The reallocation of an Assessment for a Single Family 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 A&R Service and Assessment Plan approved by the City Council.

B. Reallocation of Assessments for Commercial Assessed Property

The sum of the Assessments for all newly subdivided Commercial Assessed Properties shall equal the Assessment for the subdivided Commercial Assessed Properties prior to subdivision, as shown on **Exhibit E**. When the Commercial Assessed Properties are subsequently platted, subdivided, re-subdivided or re-platted, or subject to eminent domain proceedings as described

in **Section VI.H**, the Assessment applicable to each resulting new Commercial Assessed Property shall be equal to the formula below.

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Commercial Assessed Property
B = the Assessment for the Commercial Assessed Property prior to subdivision
C = the estimated acreage of the newly divided Commercial Assessed Property
D = the sum of the estimated acreage for all of the newly divided Commercial Assessed Properties, excluding Non-Benefitted Property

In order to prevent over or under-burdening due to density changes, the reallocation of an Assessment for a Commercial Assessed Property may not exceed the Maximum Assessment for Lot Type Commercial as shown on **Exhibit E**, as measured by acreage and as shown on a final plat, and compliance may require a mandatory Prepayment pursuant to **Section VI.D**. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City. The reallocation of any Assessments as described herein shall be considered an administrative action and will not require any notice or public hearing, as defined in the Act, by the City.

C. Reallocation of Assessments for Improvement Area #4 Assessed Property

Upon the subdivision of any Improvement Area #4 Assessed Property (in accordance with the provisions of the Improvement Area #4 Condominium Regime) and the assignment of a tax parcel identification number by the Denton Central Appraisal District to such subdivided Lot of Improvement Area #4 Assessed Property, the Administrator shall, as a part of the Annual Service Plan Update in the year following the assignment of such tax parcel identification number, reallocate a portion of the Improvement Area #4 Assessment for the Improvement Area #4 Assessed Property prior to the subdivision among the new subdivided Lots within Improvement Area #4 based on the following formula:

$A = B/C$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment against Improvement Area #4 prior to subdivision as set forth in **Exhibit E.**

C = the number of Lot Type 10 Lots set forth in **Exhibit E** as updated with the filings of any additional plats and as reflected by the Denton County Central Appraisal District.

The sum of the Improvement Area #4 Assessments for all newly subdivided Lots within Improvement Area #4 shall not exceed the Improvement Area #4 Assessment prior to subdivision. The calculation shall be made separately for each newly subdivided Improvement Area #4 Assessed Property. The reallocation of an Improvement Area #4 Assessment for a Lot of Improvement Area #4 Assessed Property that is a homestead under Texas law, as applicable, may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2025 A&R Service and Assessment Plan approved by the City Council.

D. 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. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.D**.

E. Mandatory Prepayment of Assessments

1. Transfer to exempt person or entity

If the Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, 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 to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

2. Maximum Assessment exceeded at plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (1) the Assessment applicable

to each Lot Type shall each be reduced to the Maximum Assessment and (2) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat.

3. Maximum Assessment exceeded in Improvement Area #4

Prior to the City approving a final or updated subdivision plat or subdivision or zoning plan for Improvement Area #4, the Administrator will certify that such plat or plans will not result in the Assessment per Lot to exceed the Maximum Assessment for Lot Type 10. If the Administrator determines that the resulting Assessment per Lot for Lot Type 10 will exceed the applicable Maximum Assessment, then (1) the Improvement Area #4 Assessment applicable to each Lot designated as Lot Type 10 shall each be reduced to the applicable Maximum Assessment and (2) the person or entity filing the final or updated subdivision plat or subdivision or zoning plan shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final or updated subdivision plat or subdivision or zoning plan.

F. 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 levied for such Authorized Improvements, (1) in the event PID Bonds related to such Assessments have not been issued, the City Council shall reduce each Assessment related to such Authorized Improvements on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs or (2) in the event that PID Bonds related to such Assessments are issued, the Trustee shall apply amounts on deposit to be used for purposes of the Project Fund, to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the series of outstanding PID Bonds secured by such Assessment.

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.

G. 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 Act. Prepayment Costs, if any, may be paid from the Additional Interest. If

an Annual Installment has been billed prior to payment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with interest: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council 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 Termination."

If an Assessment is prepaid 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 will be reduced to the extent of the Prepayment made.

Unless otherwise directed to a specific Assessment by the Parcel or Lot owner at the time of the making of such Prepayment, any Prepayment or partial Prepayment for an Improvement Area #2-A Assessed Property or Improvement Area #2-B Assessed Property within Improvement Area #2, or Improvement Area #3 Assessed Property will be allocated among the Major Improvement Assessment and either the Improvement Area #2-A Assessment, the Improvement Area #2-B Assessment, or the Improvement Area #3 Assessment, as applicable, levied against such Parcel or Lot proportionally based on the ratio of (1) the Major Improvement Area Assessment remaining outstanding on such Assessed Property at the time of such Prepayment or partial Prepayment, (2) either the Improvement Area #2-A Assessment or Improvement Area #2-B Assessment, and (3) the Improvement Area #3 Assessment, as applicable, remaining outstanding on such Assessed Property at the time of such Prepayment or partial Prepayment.

H. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

- **Exhibit F-2** shows the projected total Major Improvement Area Annual Installment for the Major Improvement Area.
- **Exhibit G-2** shows the projected total Improvement Area #1 Annual Installments for Improvement Area #1.

- **Exhibit H-2** shows the projected total Improvement Area #2-A Annual Installments for Improvement Area #2-A.

- **Exhibit I-2** shows the projected total Improvement Area #2-B Annual Installments for Improvement Area #2-B.

- **Exhibit J-2** shows the projected total Improvement Area #3 Annual Installments for Improvement Area #3.

- **Exhibit K** shows the projected total Improvement Area #4 Annual Installments for Improvement Area #4.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by the Denton Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. Administrative Expenses shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any credits applied under the 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 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 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 non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the 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 delinquent if not paid prior to February 1 of the following year.

Failure of an owner to receive an invoice for an Annual Installment on the property tax bill shall not relieve the owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act or other applicable law.

I. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2025 A&R 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 Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City or owner receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the assessment on the Remainder Property. 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-Benefitted 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.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said 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, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Major Improvement Area Assessment Roll, Improvement Area #1 Assessment Roll, Improvement Area #2-A Assessment Roll, Improvement Area #2-B Assessment Roll, and Improvement Area #3 Assessment Roll are attached hereto as **Exhibit F-1**, **Exhibit G-1**, **Exhibit H-1**, **Exhibit I-1**, and **Exhibit J-1,** respectively. The Administrator shall prepare, and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll, Improvement Area #1 Assessment Roll, Improvement Area #2-A Assessment Roll, Improvement Area #2-B Assessment Roll, and Improvement Area #3 Assessment Roll as well as the Major Improvement Area Annual Installments, Improvement Area #1 Annual Installments, Improvement Area #2-A Annual Installments, Improvement Area #2-B Annual Installments, Improvement Area #3 Annual Installments, and Improvement Area #4 Annual Installments as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2025 A&R 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 City within 30 days of the mailing of a bill for the Annual Installment resulting from the Annual Service Plan Update; otherwise, the owner shall be deemed to have unconditionally approved the calculation. Upon receipt of a written notice of error from an owner, the City shall refer the notice to the Administrator who shall provide a written response to the City 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, and within 30 days the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the Act, this 2025 A&R Service and Assessment Plan, the applicable Assessment Ordinance, or the Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2025 A&R Service and Assessment Plan must be made by the City Council in accordance with the Act. To the extent permitted by the Act, this 2025 A&R 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 A&R Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2025 A&R 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 A&R Service and Assessment Plan. Interpretations of this 2025 A&R 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. Form of Buyer Disclosure; Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2025 A&R Service and Assessment Plan and any future Annual Service Plan Updates shall include forms of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**. 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 approving this 2025 A&R Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2025 A&R Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2025 A&R 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.

SECTION IX: ADDITIONAL UPDATES

A. Parcel Subdivision

Improvement Area #1

- The final plat of Timberbrook Phase 1A, attached hereto as **Exhibit P-1**, was filed and recorded in the official records of the County on May 8, 2018, and consists of 121 residential Lots and 4 Lots of Non-Benefited Property.
- The final plat of Timberbrook, Phase 1B, attached hereto as **Exhibit P-2**, was filed and recorded in the official records of the County on May 8, 2018, and consists of 88 residential Lots and 1 Lot of Non-Benefited Property.
- The replat of Timberbrook, Phase 1A Lots 31XR – 33R Block 3, attached hereto as **Exhibit P-3**, was filed and recorded in the official records of the County on April 3, 2019, and consists of 2 residential Lots and 1 Lot of Non-Benefited Property.
- The replat of Timberbrook, Phase 1B Lots 30R – 36R, Block 6, attached hereto as **Exhibit P-4**, was filed and recorded in the official records of the County on April 3, 2019, and consists of 7 residential Lots and 0 Lots of Non-Benefited Property.

- The final plat of Timberbrook, Phase 2, attached hereto as **Exhibit P-5**, was filed and recorded in the official records of the County on April 30, 2020, and consists of 172 residential Lots and 1 Lot of Non-Benefited Property.

Improvement Area #2-A

- The final plat of Timberbrook, Phase 3A, attached hereto as **Exhibit P-6**, was filed and recorded in the official records of the County on July 1, 2021, and consists of 79 residential Lots and 2 Lots of Non-Benefited Property.

Improvement Area #2-B

- The final plat of Timberbrook, Phase 3B and Phase 4A, attached hereto as **Exhibit P-7**, was filed and recorded in the official records of the County on August 23, 2022, and consists of 293 residential Lots and 7 Lots of Non-Benefited Property.
- The final plat of Timberbrook, Phase 4B, attached hereto as **Exhibit P-8**, was filed and recorded in the official records of the county on February 15, 2024, and consists of 111 residential Lots and 1 Lot of Non-Benefited Property.
- The final plat of Timberbrook, Phase 5, attached hereto as **Exhibit P-9**, was filed and recorded in the official records of the county on February 15, 2024, and consists of 108 residential Lots and 1 Lot of Non-Benefited Property.
- The final plat of Timberbrook, Phase 6, attached hereto as **Exhibit P-10**, was filed and recorded in the official records of the county on February 15, 2024, and consists of 26 residential Lots and 3 Lots of Non-Benefited Property.
- The final plat of Timberbrook Crossing Lots 1-4, Block A, attached hereto as **Exhibit P-11**, was filed and recorded in the official records of the county on April 8, 2024, and consists of 4 Lots of commercial property.

Improvement Area #3

- The final plat of Timberbrook, Phase 7, attached hereto as **Exhibit P-12**, was filed and recorded in the official records of the County on July 1, 2024, and consists of 48 residential Lots and 1 Lot of Non-Benefited Property located within the boundary of Improvement Area #3.

Improvement Area #4

- The final plat of Ladera Timberbrook, attached hereto as **Exhibit P-13**, was filed and recorded in the official records of the County on February 24, 2025, and consists of 20.863 acres.

B. Lot and Home Sales

Improvement Area #1

Per the Developer on March 31, 2025, the lot ownership composition was as provided below:

- Developer Owned:
  - Lot Type 1: 7 Lots
  - Lot Type 2: 0 Lots
  - Lot Type 3: 0 Lots
- Homebuilder Owned:
  - Lot Type 1: 0 Lots
  - Lot Type 2: 0 Lots
  - Lot Type 3: 0 Lots
- End-User Owned:
  - Lot Type 1: 289 Lots
  - Lot Type 2: 69 Lots
  - Lot Type 3: 25 Lots

See **Appendix B** for the buyer disclosures. See **Exhibit A-9** for the Improvement Area #1 Lot Type classification map.

Improvement Area #2

Per the Developer on June 23, 2025, the lot ownership composition was as provided below:

- Developer Owned:
  - Lot Type 4: 0 Lots
  - Lot Type 5: 0 Lots
  - Lot Type 6: 62 Lots
  - Lot Type 7: 1 Lots
  - Lot Type 8: 48 Lots
  - Lot Type Commercial: 0 Acres
- Homebuilder Owned:
  - Lot Type 4: 0 Lots
  - Lot Type 5: 0 Lots
  - Lot Type 6: 199 Lots
  - Lot Type 7: 11 Lots
  - Lot Type 8: 43 Lots

- End-User Owned:
    - Lot Type 4: 36 Lots
    - Lot Type 5: 43 Lots
    - Lot Type 6: 135 Lots
    - Lot Type 7: 6 Lots
    - Lot Type 8: 33 Lots
    - Lot Type Commercial: 13.942 Acres

See **Appendix B** for the buyer disclosures. See **Exhibit A-10** for the Improvement Area #2 Lot Type classification map.

C. Authorized Improvements

Improvement Area #1

The Developer has completed the Authorized Improvements listed in this 2025 A&R Service and Assessment Plan for Improvement Area #1 and they were dedicated to the City on April 30, 2020.

Improvement Area #2

Per the Developer, the Improvement Area #2 Improvements listed in this 2025 A&R Service and Assessment Plan for Improvement Area #2 were completed in Q3 2024.

Improvement Area #2-A

The Developer has completed the Improvement Area #2-A Improvements listed in this 2025 A&R Service and Assessment Plan for Improvement Area #2-A and they were dedicated to the City on July 2, 2021.

Improvement Area #2-B

Per the Developer, the Improvement Area #2-B Improvements listed in this 2025 A&R Service and Assessment Plan for Improvement Area #2-B were completed in Q3 2024.

Major Improvement Area

Per the Quarterly Report dated March 31, 2025, the Authorized Improvements listed in the 2021 A&R Service and Assessment Plan for the Major Improvement Area were completed in Q2 of 2020. The Authorized Improvements for phases 3A, 3B/4A have been completed and

accepted by the City. The Authorized Improvements for phases 4B, 5, 6, 7, 8, 9 have been completed but not yet accepted by the City.

D. Outstanding Assessment

Improvement Area #1

Net of principal bond payment due September 1, 2025, Improvement Area #1 has an outstanding Assessment of $7,042,773.49. The outstanding Improvement Area #1 Assessment is less than the $7,060,000.00 in outstanding Improvement Area #1 Assessment securing the Improvement Area #1 Bonds due to a Prepayment of Assessment for which Improvement Area #1 Bonds have not yet been redeemed.

Improvement Area #2-A

Net of principal bond payment due September 1, 2025, Improvement Area #2-A has an outstanding Assessment of $2,292,938.03. The outstanding Improvement Area #2-A Assessment is less than the $2,234,000.00 in outstanding Improvement Area #2-A Assessments partially securing the Improvement Area #2 Bonds due to a Prepayment of Assessment for which Improvement Area #2 Bonds have not yet been redeemed.

Improvement Area #2-B

Net of principal bond payment due September 1, 2025, Improvement Area #2-B has an outstanding Assessment of $15,716,547.01. The outstanding Improvement Area #2-B Assessment is less than the $15,965,000.00 in outstanding Improvement Area #2-B Assessments partially securing the Improvement Area #2 Bonds due to a Prepayment of Assessment for which Improvement Area #2 Bonds have not yet been redeemed.

Major Improvement Area

Net of principal bond payment due September 1, 2025, Major Improvement Area has an outstanding Assessment of $6,132,430.81. The outstanding Major Improvement Area Assessment is less than the $6,190,000.00 in outstanding Major Improvement Area Assessments securing the Major Improvement Area Bonds due to a Prepayment of Assessment for which Major Improvement Area Bonds have not yet been redeemed.

E. Annual Installment Due 1/31/2026

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment for Improvement Area #1 is $535,687.50.

- ***Administrative Expenses*** – The cost of administering the District and collecting the Improvement Area #1 Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment for Improvement Area #1 is $37,315.60. A breakdown of the Administrative Expenses is shown below.

Improvement Area #1 Administrative Expenses Breakdown		
Administration	$	14,999.10
City Auditor	$	560.39
Filing Fees	$	224.16
County Collection	$	401.00
PID Trustee Fees	$	4,500.00
Dissemination Agent	$	3,500.00
Issuer CDA Review	$	2,300.00
Collection Costs Maint. Balance	$	10,000.00
Less CCMB Credit from Prior Years	$	(669.05)
Arbitrage Calculation	$	1,500.00
Total	**$**	**37,315.60**

- ***Additional Interest*** – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the applicable Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Improvement Area #1 Assessment, resulting in an Additional Interest for the Annual Installment for Improvement Area #1 of $35,300.00.

Improvement Area #1 Due January 31, 2026		
Principal	$	180,000.00
Interest		355,687.50
Additional Interest		35,300.00
Administrative Expenses		37,315.60
Total Annual Installment	**$**	**608,303.10**

See LOM for Improvement Area #1 for the pay period. See **Exhibit N-2** for the debt service schedule for the Improvement Area #1 Bonds as shown in the LOM.

Improvement Area #2-A

- ***Improvement Area #2 Bonds Principal and Interest*** – The total principal and interest required for the Annual Installment for Improvement Area #2-A related to the Improvement Area #2 Bonds is $136,772.50.

- ***Improvement Area #2 Bonds Additional Interest*** – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the applicable Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Improvement Area #2-A Assessment, resulting in an Additional Interest for the Annual Installment for Improvement Area #2-A Assessment of $11,620.00.

- ***Administrative Expenses*** – The cost of administering the District and collecting the Annual Installment of Improvement Area #2-A Assessments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment of the Improvement Area #2-A Assessments is $5,550.24. A breakdown of the Administrative Expenses is shown below.

Improvement Area #2-A Administrative Expenses Breakdown	
Administration	$ 4,869.76
City Auditor	$ 181.94
Filing Fees	$ 72.78
County Collection	$ 48.87
PID Trustee Fees	$ 565.33
Dissemination Agent	$ 439.70
Issuer CDA Review	$ 439.70
Collection Costs Maint. Balance	$ 1,256.29
Less CCMB Credit from Prior Years	$ (2,512.57)
Arbitrage Calculation	$ 188.44
Total	**$ 5,550.24**

Improvement Area #2-A		
Due January 31, 2026		
Improvement Area #2 Bonds		
Principal	$	52,000.00
Interest		84,772.50
Additional Interest		11,620.00
	$	148,392.50
Administrative Expenses	$	5,550.24
Total Annual Installment	**$**	**153,942.74**

See LOM for Improvement Area #2 for the pay period. See **Exhibit N-3** for the debt service schedule for the Improvement Area #2 Bonds as provided by the City's Financial Advisor.

Improvement Area #2-B

- ***Improvement Area #2 Bonds Principal and Interest*** – The total principal and interest required for the Annual Installment for Improvement Area #2-B related to the Improvement Area #2 Bonds is $939,156.26.

- ***Improvement Area #2 Bonds Additional Interest*** – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the applicable Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Improvement Area #2-B Assessment, resulting in an Additional Interest for the Annual Installment for Improvement Area #2-B of $79,825.00.

- ***Administrative Expenses*** – The cost of administering the District and collecting the Annual Installments of the Improvement Area #2-B Assessments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment of the Improvement Area #2-B Assessments is $43,182.01. A breakdown of the Administrative Expenses is shown below.

Improvement Area #2-B Administrative Expenses Breakdown	
Administration	$ 33,893.40
City Auditor	$ 1,266.31
Filing Fees	$ 506.52
County Collection	$ 340.13
PID Trustee Fees	$ 3,934.67
Dissemination Agent	$ 3,060.30
Issuer CDA Review	$ 3,060.30
Collection Costs Maint. Balance	$ 8,743.71
Less CCMB Credit from Prior Years	$ (17,487.43)
Arbitrage Calculation	$ 1,311.56
Total	**$ 38,629.47**

Improvement Area #2-B Due January 31, 2026	
Improvement Area #2 Bonds	
Principal	$ 357,000.00
Interest	582,156.26
Additional Interest	79,825.00
	$ 1,018,981.26
Administrative Expenses	$ 38,629.47
Total Annual Installment	**$ 1,057,610.73**

See LOM for Improvement Area #2 for the pay period. See **Exhibit N-3** for the debt service schedule for the Improvement Area #2 Bonds as provided by the City's Financial Advisor.

Major Improvement Area

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment for the Major Improvement Area is $485,206.26.

- ***Additional Interest*** – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the applicable Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Major Improvement Area Assessment, resulting in an Additional Interest for the Annual Installment for the Major Improvement Area of $30,950.00.

- ***Administrative Expenses*** – The cost of administering the District and collecting the Major Improvement Area Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Major Improvement Area Annual Installment is $34,278.52. A breakdown of the Administrative Expenses is shown below.

Major Improvement Area Administrative Expenses Breakdown	
Administration	$ 13,151.53
City Auditor	$ 491.36
Filing Fees	$ 196.54
County Collection	$ 400.00
PID Trustee Fees	$ 4,500.00
Dissemination Agent	$ 3,500.00
Issuer CDA Review	$ 2,300.00
Collection Costs Maint. Balance	$ 10,000.00
Less CCMB Credit from Prior Years	$ (1,760.91)
Arbitrage Calculation	$ 1,500.00
Total	**$ 34,278.52**

Major Improvement Area Due January 31, 2026	
Principal	$ 150,000.00
Interest	335,206.26
Additional Interest	30,950.00
Administrative Expenses	34,278.52
Total Annual Installment	**$ 550,434.78**

See LOM for Major Improvement Area for the pay period. See **Exhibit N-1** for the debt service schedule for the Major Improvement Area Bonds as provided by the City's Financial Advisor.

F. Prepayment of Assessments in Full

Improvement Area #1

The following is a list of all Improvement Area #1 Lots that have been paid in full.

Improvement Area #1			
Property ID	**Address**	**Lot Type**	**Prepayment Date**
732123	237 SPRUCE VALLEY DR	Lot Type 1	7/30/2020

Improvement Area #2-A

The following is a list of all Improvement Area #2-A Lots that have been paid in full.

Improvement Area #2-A			
Property ID	**Address**	**Lot Type**	**Prepayment Date**
980820	1013 TIMBER RIDGE DR	Lot Type 4	11/18/2022
980866	1040 Elmwood Drive	Lot Type 5	6/4/2024

Improvement Area #2-B

The following is a list of all Improvement Area #2-B Lots that have been paid in full.

Improvement Area #2-B			
Property ID	**Address**	**Lot Type**	**Prepayment Date**
N/A	N/A	Lot Type Commercial	12/31/2022
1007341	1110 Foxtail Dr	Lot Type 6	5/23/2025
1007496	1045 Fleetwood Rd	Lot Type 6	7/23/2025
1036558	Longbow Trl	Lot Type Commercial	8/12/2025

Major Improvement Area

The following is a list of all Major Improvement Area Lots that have been paid in full.

Major Improvement Area			
Property ID	**Address**	**Lot Type**	**Prepayment Date**
980820	1013 TIMBER RIDGE DR	Lot Type 4	11/18/2022
N/A	N/A	Lot Type Commercial	12/31/2022
980866	1040 Elmwood Drive	Lot Type 5	6/4/2024
1007341	1110 Foxtail Dr	Lot Type 6	5/23/2025
1007496	1045 Fleetwood Rd	Lot Type 6	7/23/2025
1036558	Longbow Trl	Lot Type Commercial	8/12/2025

G. Partial Prepayment of Assessments

Improvement Area #1

No partial prepayments have occurred within Improvement Area #1.

Improvement Area #2-A

No partial prepayments have occurred within Improvement Area #2-A.

Improvement Area #2-B

No partial prepayments have occurred within Improvement Area #2-B.

Major Improvement Area

No partial prepayments have occurred within the Major Improvement Area.

H. Extraordinary Optional Redemptions

Improvement Area #1

No extraordinary optional redemptions have occurred in Improvement Area #1.

Improvement Area #2

Per notice posted March 2, 2023, $762,000.00 was redeemed on the April 1, 2023, extraordinary optional redemption[1].

Major Improvement Area

Per notice posted March 2, 2023, $200,000.00 was redeemed on the April 1, 2023, extraordinary optional redemption[2].

[1] See https://emma.msrb.org/IssueView/Details/P2409977 for more information regarding extraordinary option redemptions for the Improvement Area #2 Bonds.

[2] See https://emma.msrb.org/IssueView/Details/ES384997 for more information regarding extraordinary option redemptions for the Major Improvement Area Bonds.

EXHIBITS

The following Exhibits are attached to and made a part of this 2025 A&R Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Major Improvement Area Boundary Map
Exhibit A-3	Improvement Area #1 Boundary Map
Exhibit A-4	Improvement Area #2 Boundary Map
Exhibit A-5	Improvement Area #2-A Boundary Map
Exhibit A-6	Improvement Area #2-B Boundary Map
Exhibit A-7	Improvement Area #3 Boundary Map
Exhibit A-8	Improvement Area #4 Boundary Map
Exhibit A-9	Improvement Area #1 Lot Type Classification Map
Exhibit A-10	Improvement Area #2 Lot Type Classification Map
Exhibit A-11	Improvement Area #3 Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Major Improvement Area Assessment Roll
Exhibit F-2	Major Improvement Area Projected Annual Installments
Exhibit G-1	Improvement Area #1 Assessment Roll
Exhibit G-2	Improvement Area #1 Projected Annual Installments
Exhibit H-1	Improvement Area #2-A Assessment Roll
Exhibit H-2	Improvement Area #2-A Annual Installments
Exhibit I-1	Improvement Area #2-B Assessment Roll
Exhibit I-2	Improvement Area #2-B Annual Installments
Exhibit J-1	Improvement Area #3 Assessment Roll
Exhibit J-2	Improvement Area #3 Annual Installments
Exhibit K	Improvement Area #4 Annual Installments
Exhibit L	Maps Depicting Authorized Improvements
Exhibit M	Notice of Termination of Assessment

Exhibit N-1 Debt Service Schedule for Major Improvement Area Bonds
Exhibit N-2 Debt Service Schedule for Improvement Area #1 Bonds
Exhibit N-3 Debt Service Schedule for Improvement Area #2 Bonds
Exhibit N-4 Debt Service Schedule for Improvement Area #3 Bonds
Exhibit O-1 District Legal Description
Exhibit O-2 Major Improvement Area Legal Description
Exhibit O-3 Improvement Area #1 Legal Description
Exhibit O-4 Improvement Area #2 Legal Description
Exhibit O-5 Improvement Area #2-A Legal Description
Exhibit O-6 Improvement Area #2-B Legal Description
Exhibit O-7 Improvement Area #2-B Commercial Property Legal Description
Exhibit O-8 Improvement Area #2-B Single Family Property Legal Description
Exhibit O-9 Improvement Area #3 Legal Description
Exhibit O-10 Improvement Area #4 Legal Description
Exhibit P-1 Timberbrook Phase 1A Final Plat
Exhibit P-2 Timberbrook, Phase 1B Final Plat
Exhibit P-3 Timberbrook, Phase 1A Lots 31XR – 31R Block 3 Final Plat
Exhibit P-4 Timberbrook, Phase 1B Lots 30R – 36R, Block 6 Final Plat
Exhibit P-5 Timberbrook Phase 2 Final Plat
Exhibit P-6 Timberbrook Phase 3A Final Plat
Exhibit P-7 Timberbrook, Phase 3B and Phase 4A Final Plat
Exhibit P-8 Timberbrook, Phase 4B Final Plat
Exhibit P-9 Timberbrook, Phase 5 Final Plat
Exhibit P-10 Timberbrook, Phase 6 Final Plat
Exhibit P-11 Timberbrook Crossing Lots 1-4, Block A Final Plat
Exhibit P-12 Timberbrook, Phase 7 Final Plat
Exhibit P-13 Ladera Timberbrook Final Plat

APPENDICES

The following Appendices are attached to and made a part of this 2025 A&R Service and Assessment Plan for all purposes:

Appendix A Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

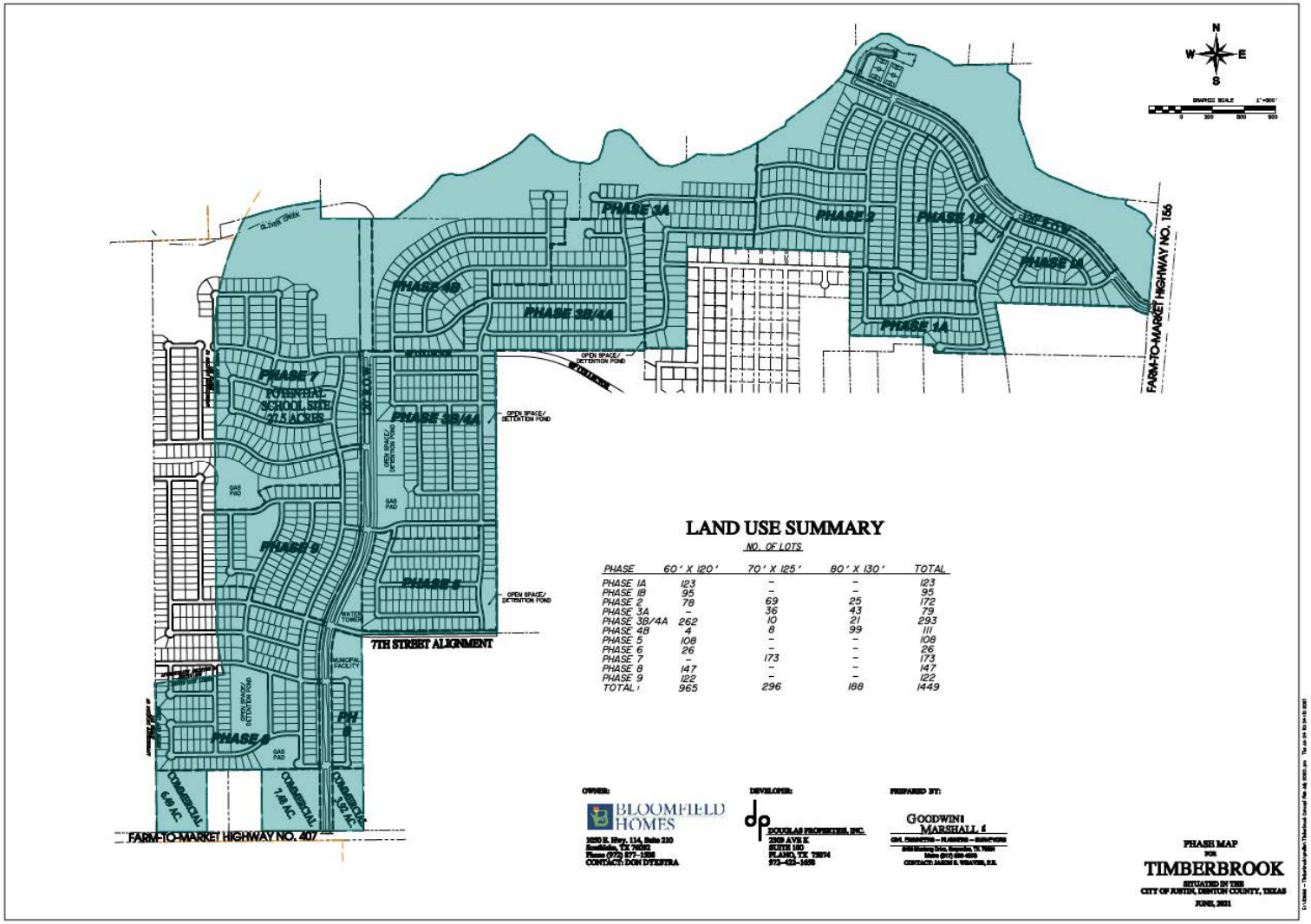


EXHIBIT A-2 – MAJOR IMPROVEMENT AREA BOUNDARY MAP

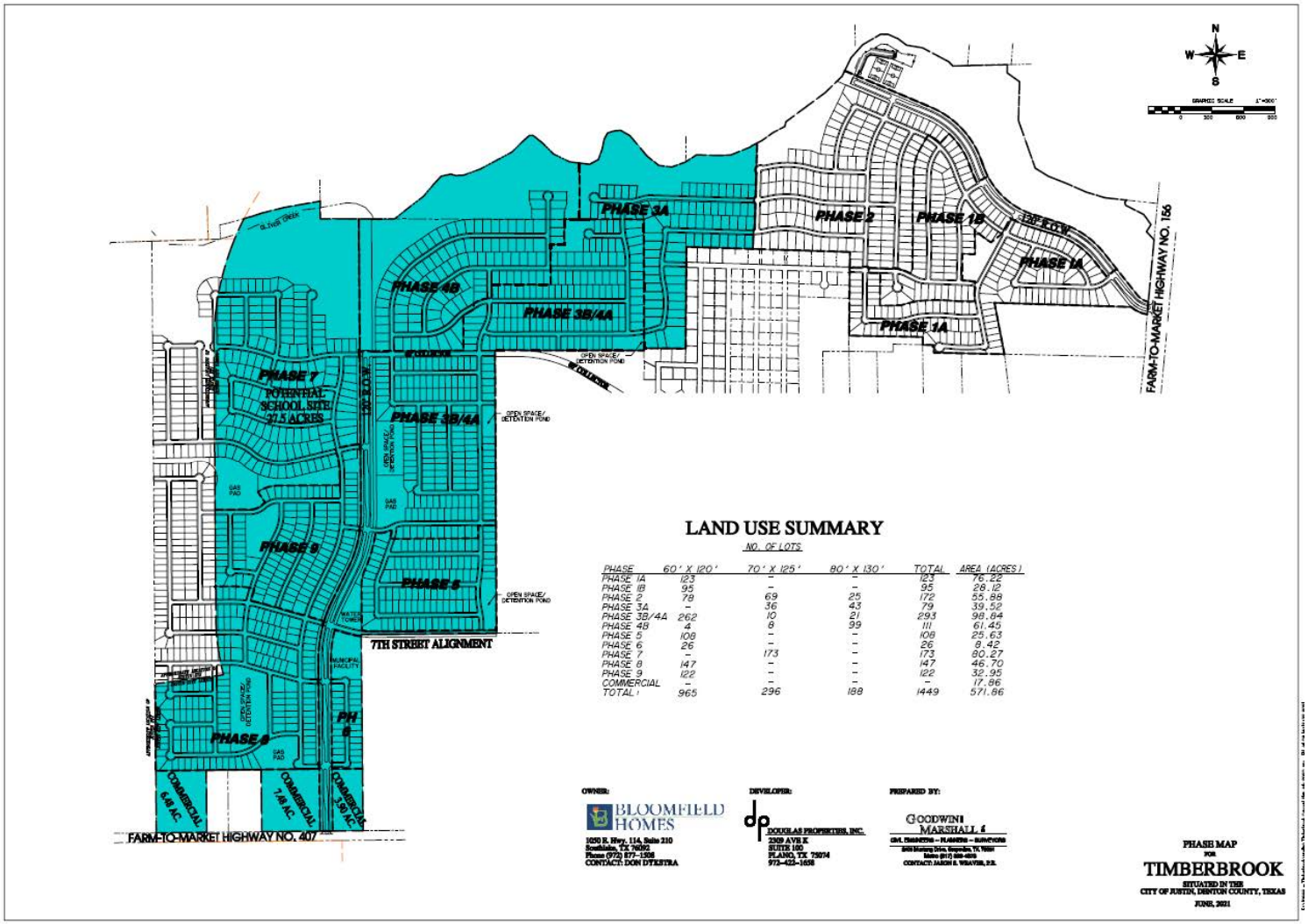


EXHIBIT A-3 – IMPROVEMENT AREA #1 BOUNDARY MAP

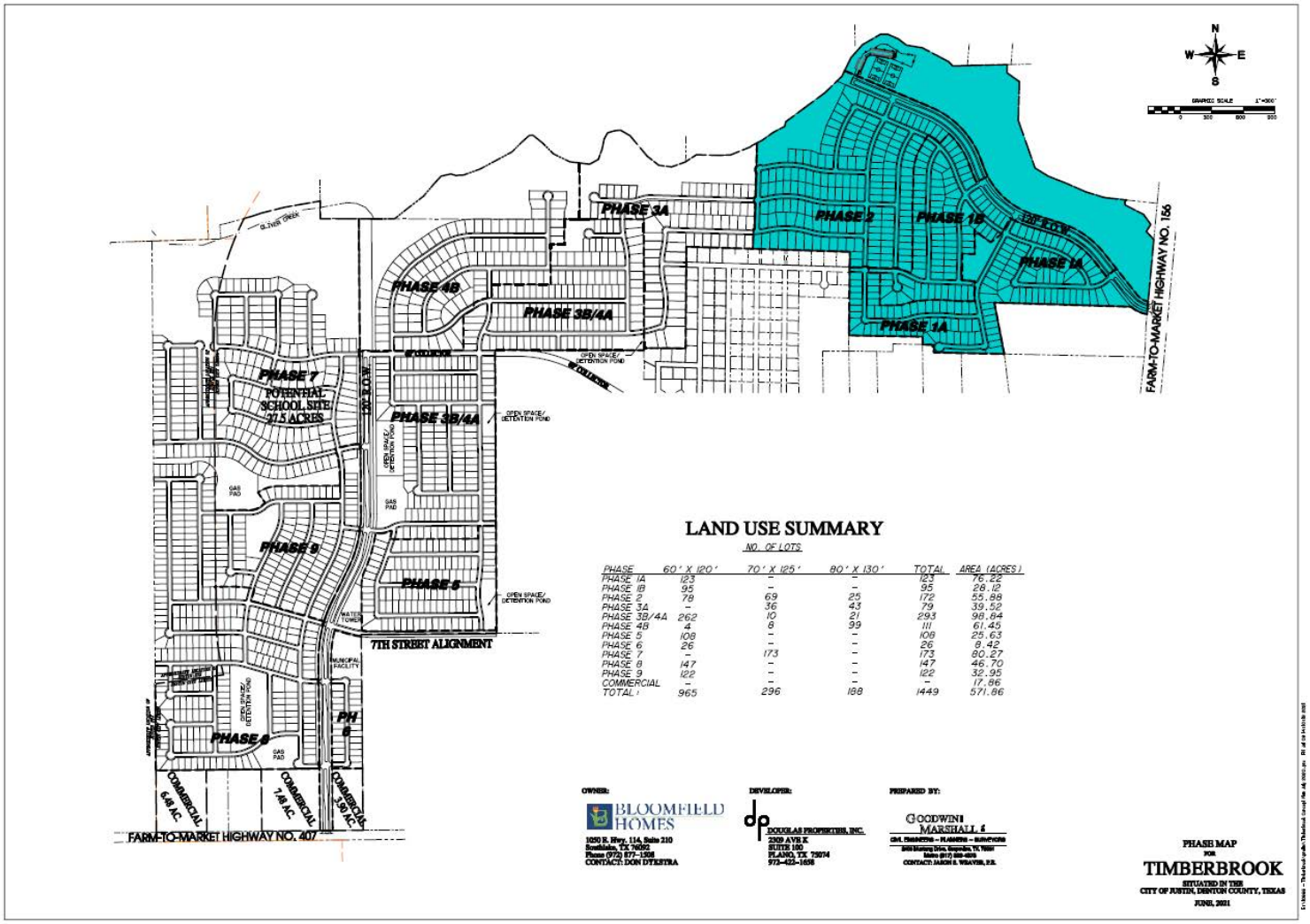


EXHIBIT A-4 – IMPROVEMENT AREA #2 BOUNDARY MAP

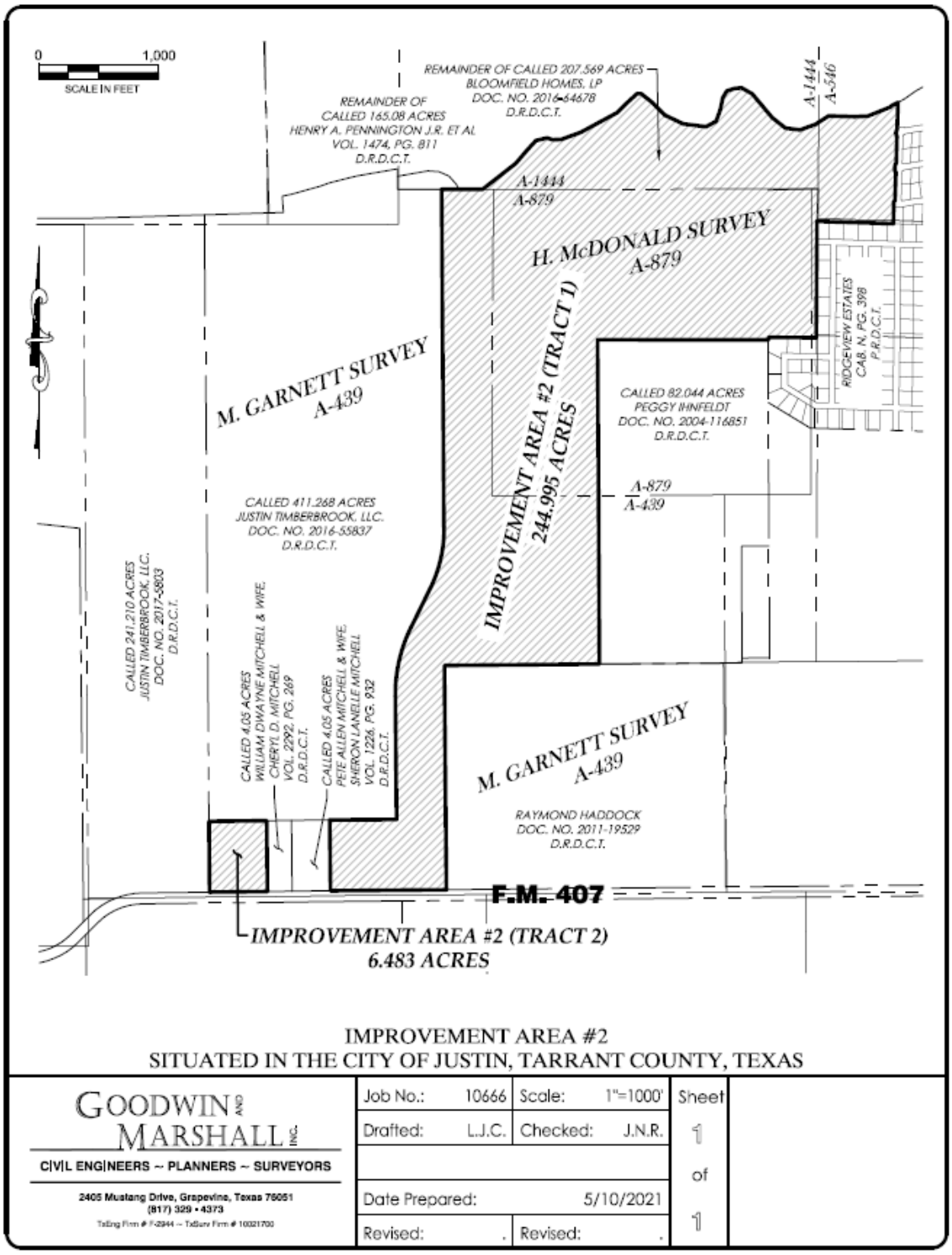


EXHIBIT A-5 – IMPROVEMENT AREA #2-A BOUNDARY MAP

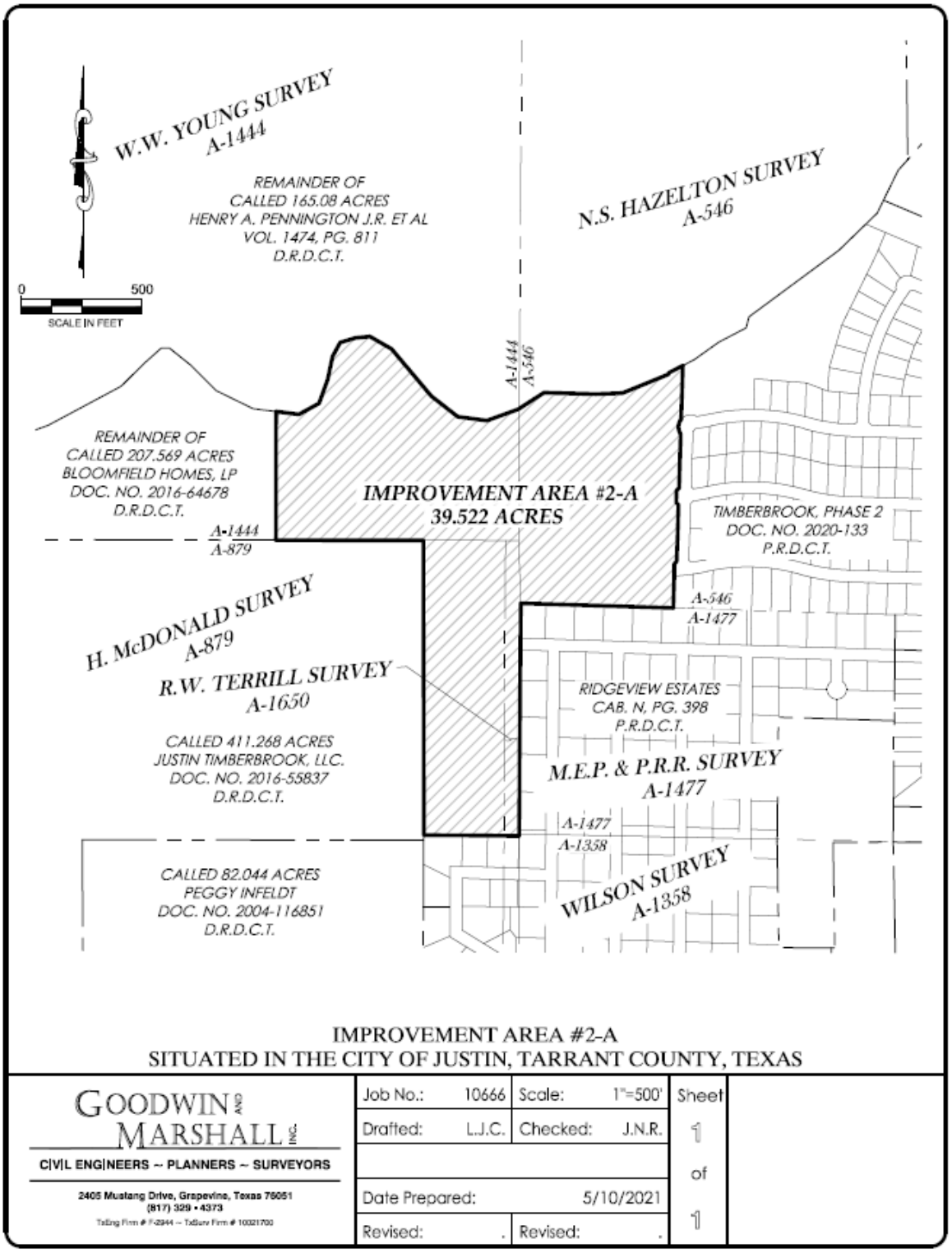


EXHIBIT A-6 – IMPROVEMENT AREA #2-B BOUNDARY MAP

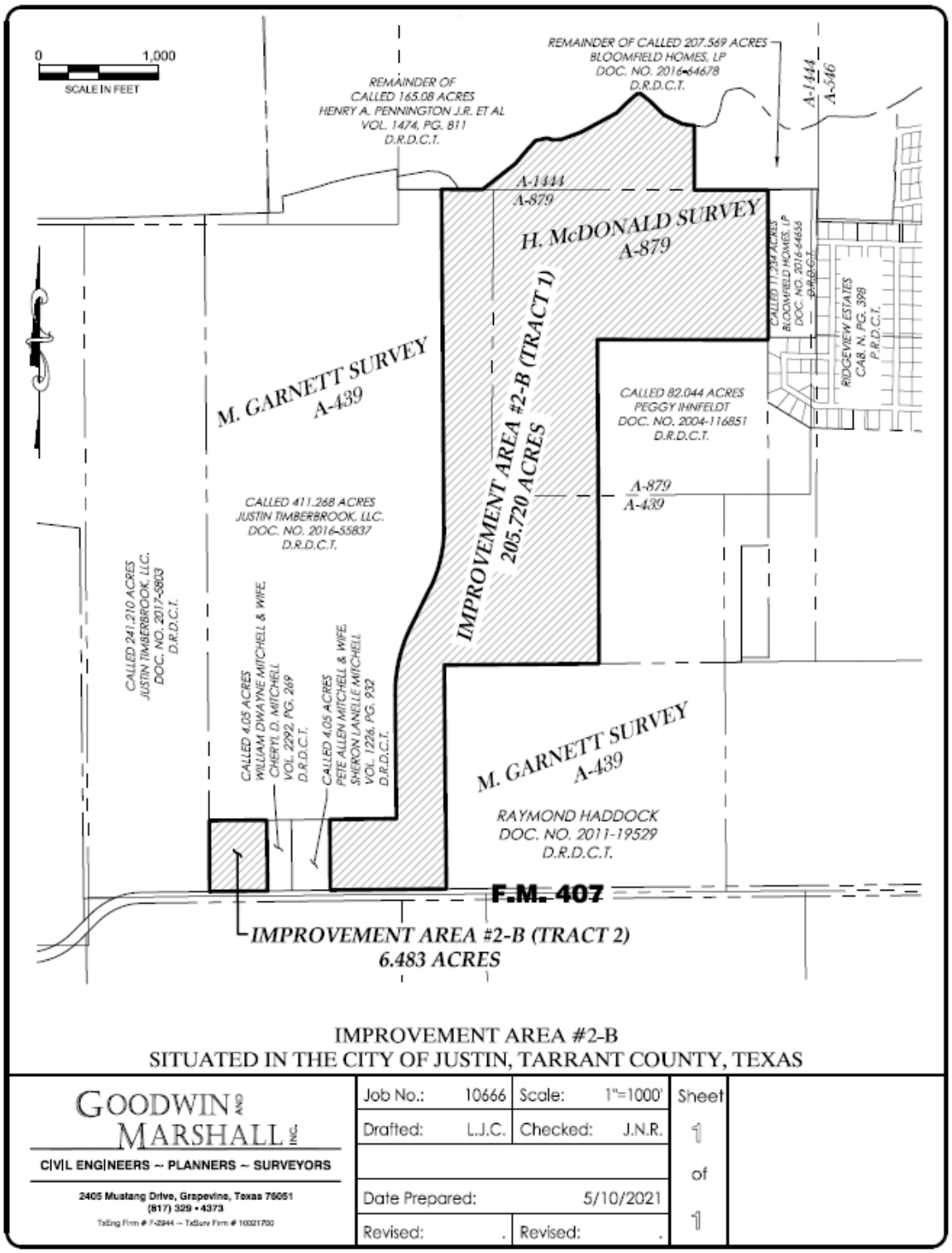


EXHIBIT A-7 – IMPROVEMENT AREA #3 BOUNDARY MAP

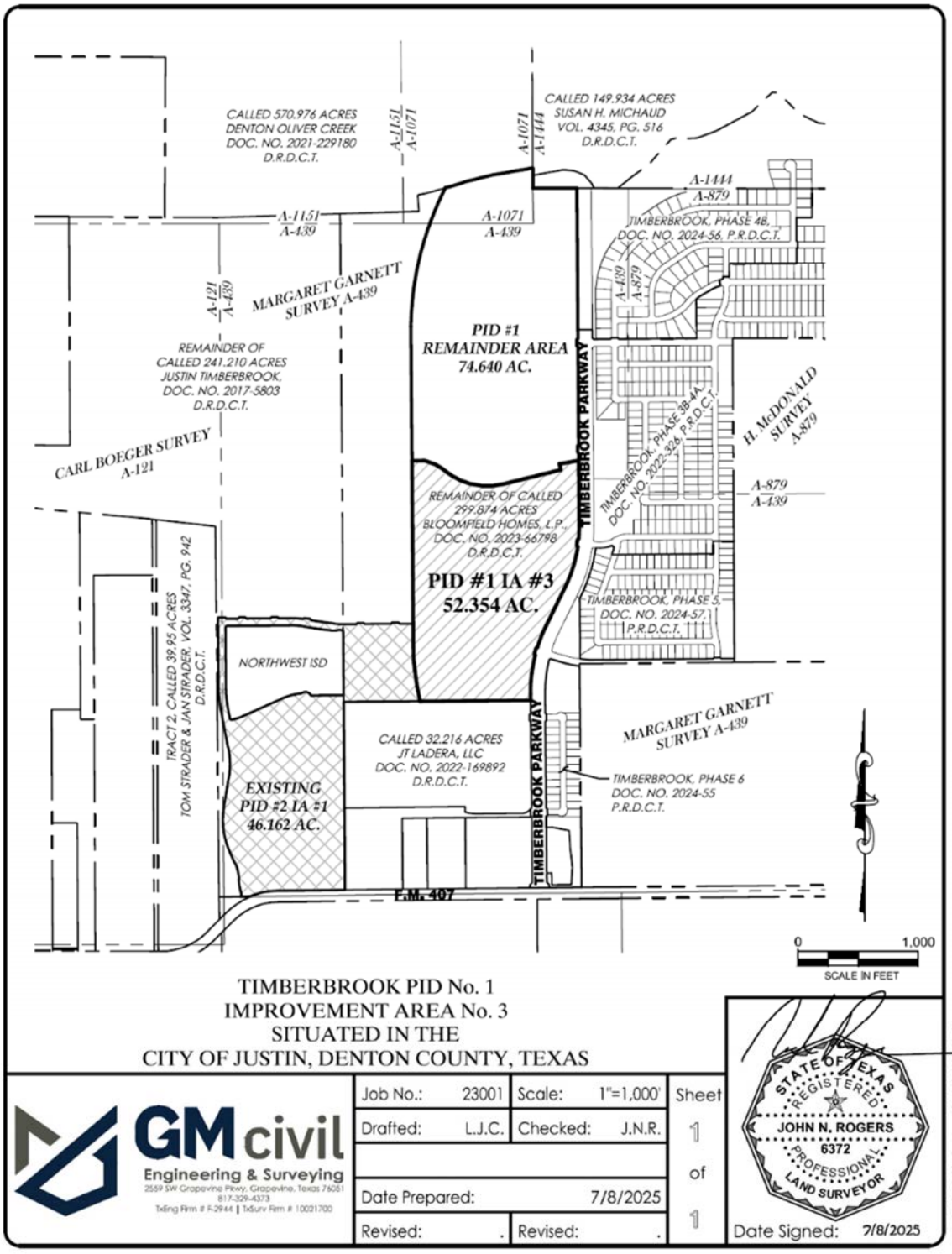


EXHIBIT A-8 – IMPROVEMENT AREA #4 BOUNDARY MAP

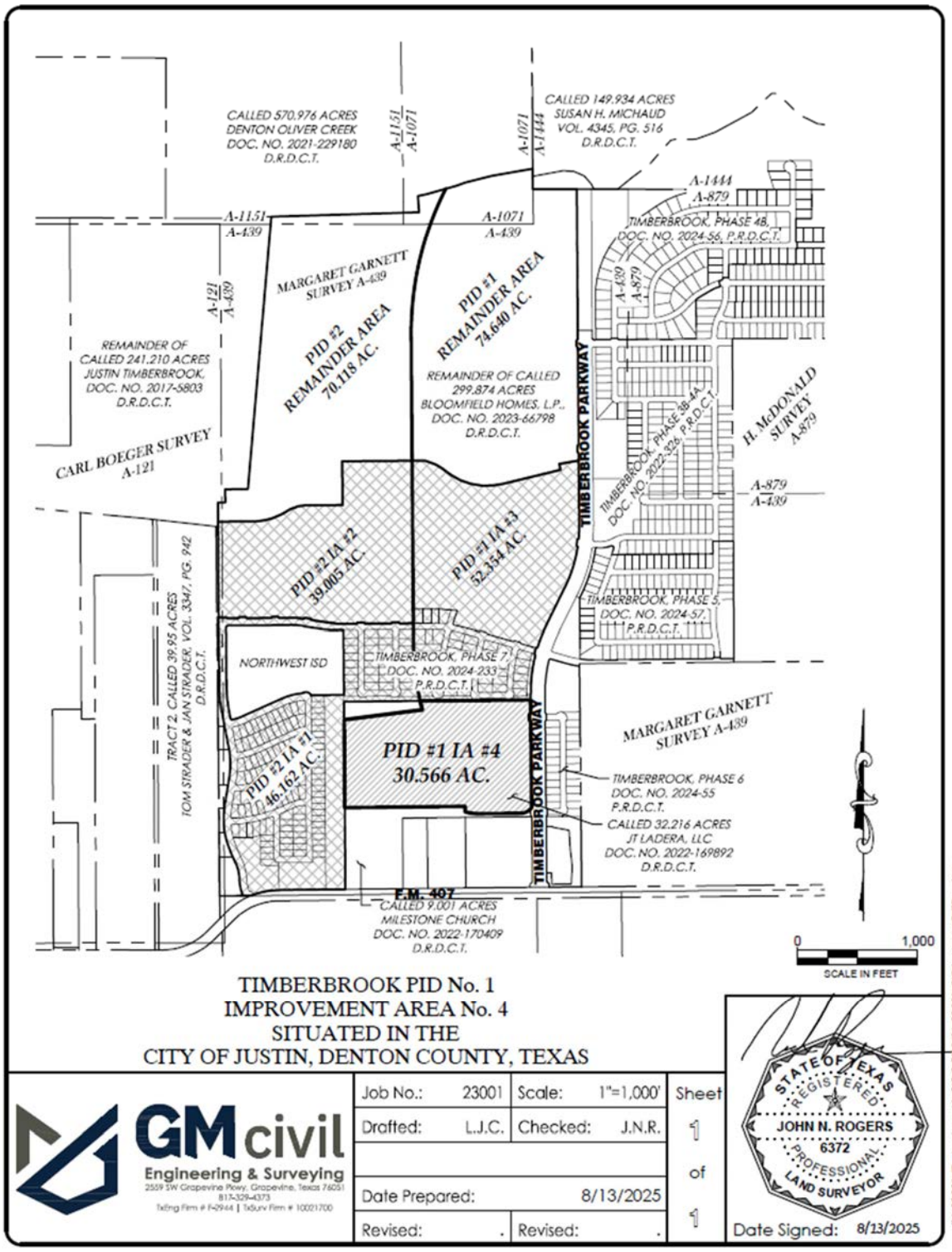


EXHIBIT A-9 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICAITON MAP

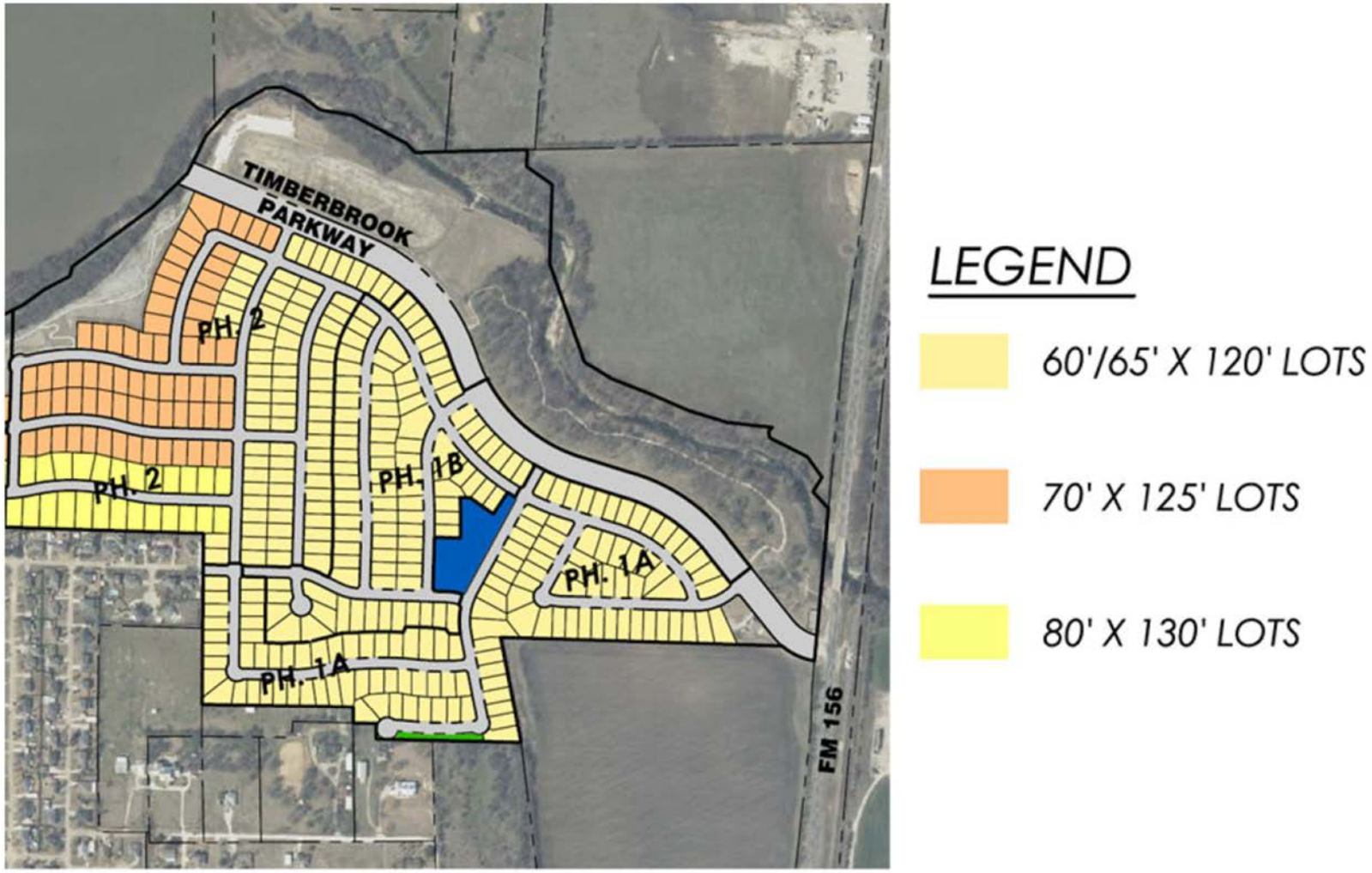


EXHIBIT A-10 – IMPROVEMENT AREA #2 LOT TYPE CLASSIFICAITON MAP

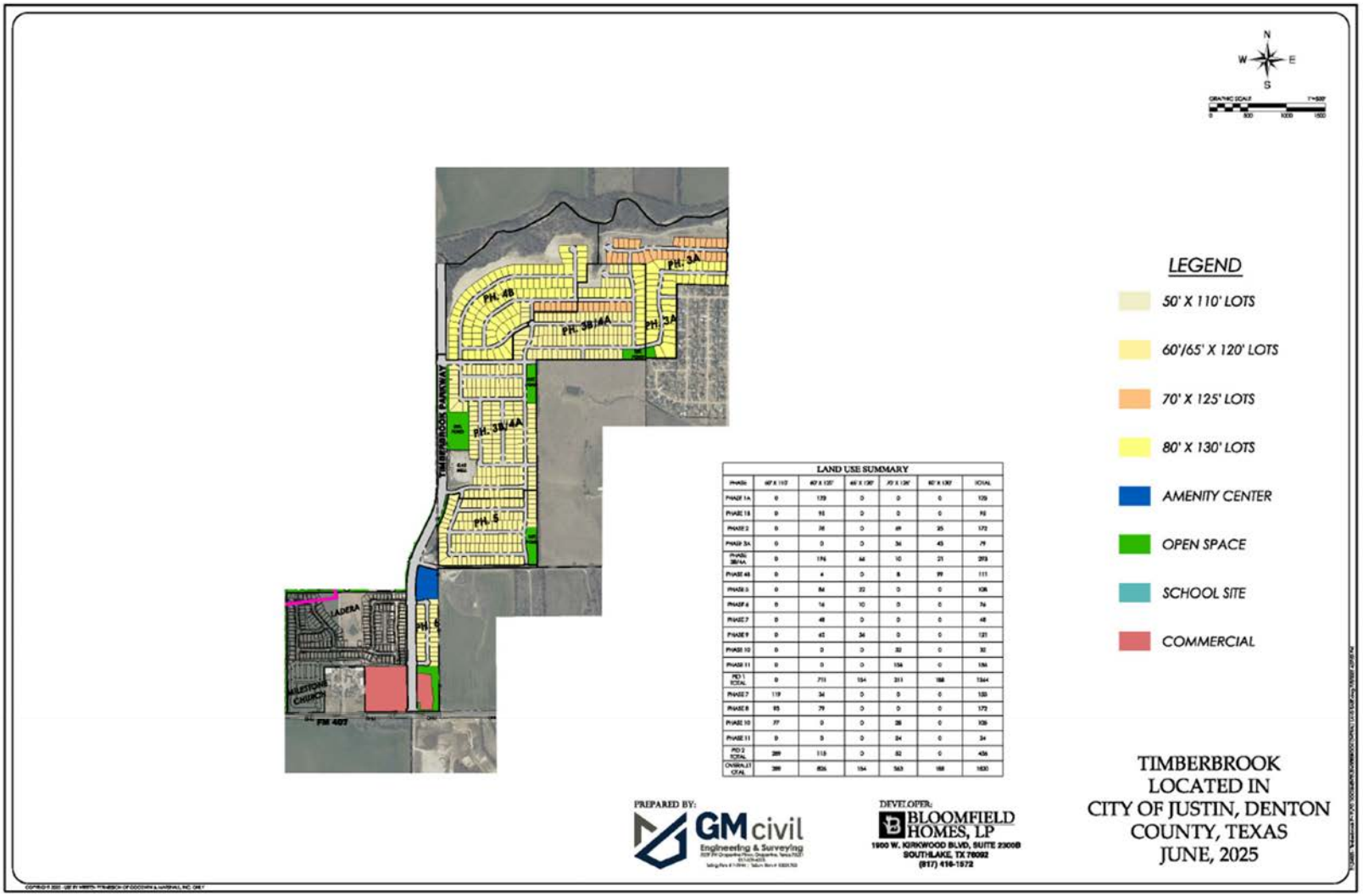


EXHIBIT A-11 – IMPROVEMENT AREA #3 LOT TYPE CLASSIFICAITON MAP

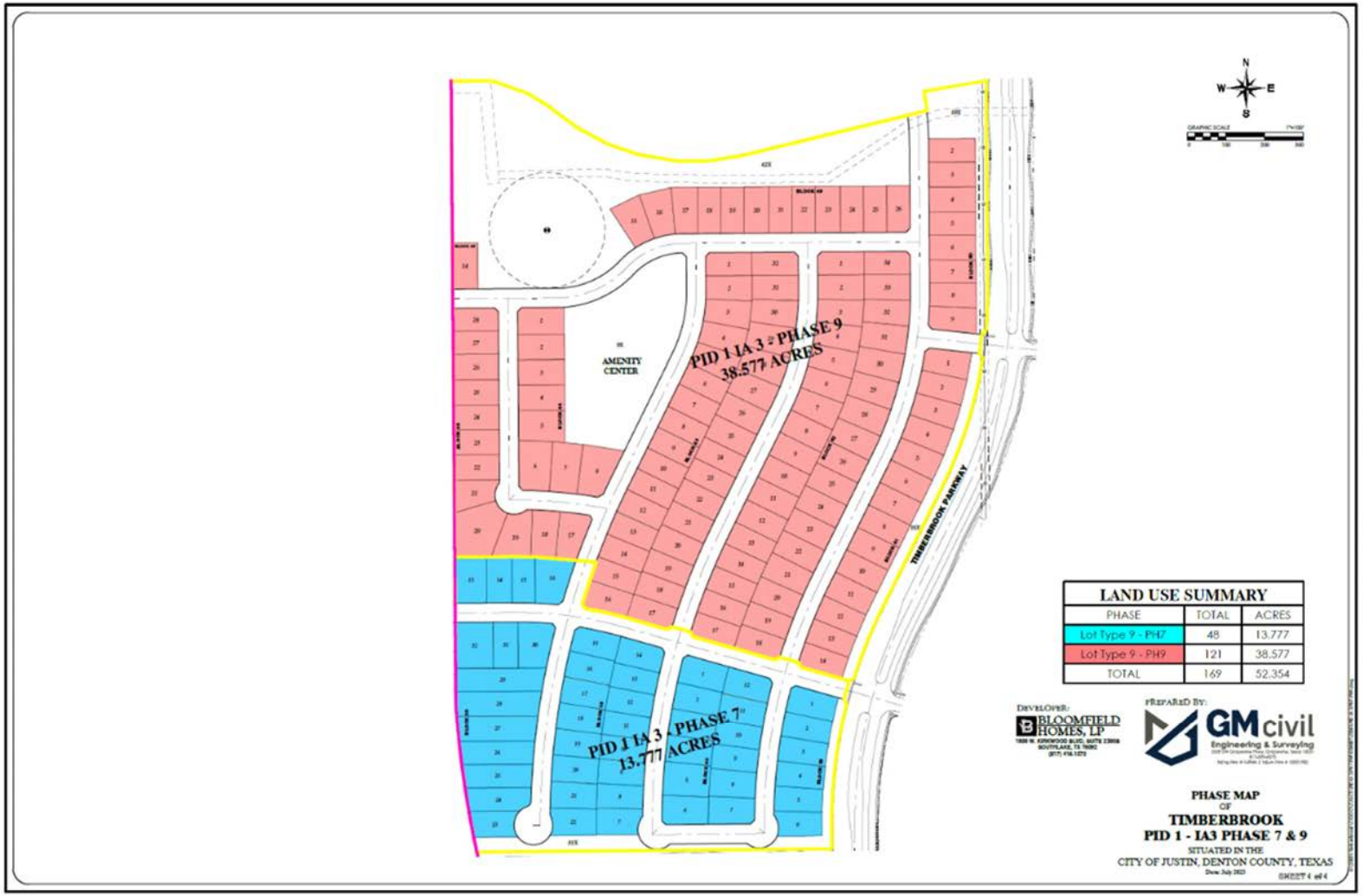


EXHIBIT B – PROJECT COSTS

	Total Costs[a]	Privately Funded	Authorized Improvements	Improvement Area #1		Improvement Area #2				Improvement Area #3		Major Improvement Area	
						Improvement Area #2-A		Improvement Area #2-B					
				%	Cost	%	Cost	%	Cost	%	Cost	%	Cost
Major Improvements													
Street	$ 1,815,305	$ -	$ 1,815,305	27.55%	$ 500,095	0.00%	$ -	0.00%	$ -	0.00%	$ -	72.45%	$ 1,315,210
Water	858,543	-	858,543	27.55%	236,518	0.00%	-	0.00%	-	0.00%	-	72.45%	622,025
Sanitary Sewer	1,895,933	-	1,895,933	27.55%	522,307	0.00%	-	0.00%	-	0.00%	-	72.45%	1,373,626
Storm Drainage	1,642,415	-	1,642,415	27.55%	452,466	0.00%	-	0.00%	-	0.00%	-	72.45%	1,189,949
Soft Costs[f]	1,452,679	-	1,452,679	27.55%	400,196	0.00%	-	0.00%	-	0.00%	-	72.45%	1,052,483
	$ 7,664,875	$ -	$ 7,664,875		$ 2,111,582		$ -		$ -		$ -		$ 5,553,293
Improvement Area #1 Improvements[b]													
Street	$ 3,379,004	$ -	$ 3,379,004	100%	$ 3,379,004	0.00%	$ -	0.00%	$ -	0.00%	$ -	0.00%	$ -
Water	1,013,716	-	1,013,716	100%	1,013,716	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Sanitary Sewer	1,270,744	-	1,270,744	100%	1,270,744	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Storm Drain	1,123,559	-	1,123,559	100%	1,123,559	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Miscellaneous	243,937	-	243,937	100%	243,937	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs	1,376,075	-	1,376,075	100%	1,376,075	0.00%	-	0.00%	-	0.00%	-	0.00%	-
	$ 8,407,035	$ -	$ 8,407,035		$ 8,407,035		$ -		$ -		$ -		$ -
Improvement Area #2 Improvements[c]													
Street	$ 3,864,295	$ 584,100	$ 3,280,195	0.00%	$ -	12.61%	$ 413,757	87.39%	$ 2,866,438	0.00%	$ -	0.00%	$ -
Water	11,137,327	9,630,000	1,507,327	0.00%	-	12.61%	190,131	87.39%	1,317,196	0.00%	-	0.00%	-
Sanitary Sewer	331,595	-	331,595	0.00%	-	12.61%	41,827	87.39%	289,768	0.00%	-	0.00%	-
Storm Drainage	1,364,605	-	1,364,605	0.00%	-	12.61%	172,129	87.39%	1,192,476	0.00%	-	0.00%	-
Soft Costs	1,758,005	-	1,758,005	0.00%	-	12.61%	221,751	87.39%	1,536,254	0.00%	-	0.00%	-
	$ 18,455,828	$ 10,214,100	$ 8,241,728		$ -		$ 1,039,596		$ 7,202,132		$ -		$ -
Improvement Area #2-A Improvements													
Street	$ 814,433	$ -	$ 814,433	0.00%	$ -	100%	$ 814,433	0.00%	$ -	0.00%	$ -	0.00%	$ -
Water	206,724	-	206,724	0.00%	-	100%	206,724	0.00%	-	0.00%	-	0.00%	-
Sanitary Sewer	370,118	-	370,118	0.00%	-	100%	370,118	0.00%	-	0.00%	-	0.00%	-
Storm Drainage	115,731	-	115,731	0.00%	-	100%	115,731	0.00%	-	0.00%	-	0.00%	-
Soft Costs	426,862	-	426,862	0.00%	-	100%	426,862	0.00%	-	0.00%	-	0.00%	-
	$ 1,933,867	$ -	$ 1,933,867		$ -		$ 1,933,867		$ -		$ -		$ -
Improvement Area #2-B Improvements													
Street	$ 5,390,134	$ -	$ 5,390,134	0.00%	$ -	0.00%	$ -	100%	$ 5,390,134	0.00%	$ -	0.00%	$ -
Water	2,082,022	-	2,082,022	0.00%	-	0.00%	-	100%	2,082,022	0.00%	-	0.00%	-
Sanitary Sewer	2,310,138	-	2,310,138	0.00%	-	0.00%	-	100%	2,310,138	0.00%	-	0.00%	-
Storm Drainage	2,109,143	-	2,109,143	0.00%	-	0.00%	-	100%	2,109,143	0.00%	-	0.00%	-
Soft Costs	3,305,778	-	3,305,778	0.00%	-	0.00%	-	100%	3,305,778	0.00%	-	0.00%	-
	$ 15,197,215	$ -	$ 15,197,215		$ -		$ -		$ 15,197,215		$ -		$ -
Improvement Area #3 Improvements[d]													
Street	$ 2,246,584	$ 121,000	$ 2,125,584	0.00%	$ -	0.00%	$ -	0.00%	$ -	100%	$ 2,125,584	0.00%	$ -
Water	919,711	150,751	768,960	0.00%	-	0.00%	-	0.00%	-	100%	768,960	0.00%	-
Sanitary Sewer	1,133,121	-	1,133,121	0.00%	-	0.00%	-	0.00%	-	100%	1,133,121	0.00%	-
Storm Drainage	843,899	-	843,899	0.00%	-	0.00%	-	0.00%	-	100%	843,899	0.00%	-
Soft Costs	1,779,459	94,019	1,685,440	0.00%	-	0.00%	-	0.00%	-	100%	1,685,440	0.00%	-
	$ 6,922,774	$ 365,770	$ 6,557,005		$ -		$ -		$ -		$ 6,557,005		$ -
Bond Issuance Costs[e]													
Debt Service Reserve Fund	$ 3,063,973	$ -	$ 3,063,973		$ 549,169		$ 183,122		$ 1,272,520		$ 547,188		$ 511,975
Capitalized Interest	1,302,921	-	1,302,921		147,226		-		632,339		-		523,356
Underwriter's Discount	1,258,830	-	1,258,830		243,900		76,500		531,600		191,430		215,400
Cost of Issuance	1,979,991	-	1,979,991		370,000		106,680		741,320		414,765		347,226
	$ 7,605,715	$ -	$ 7,605,715		$ 1,310,295		$ 366,302		$ 3,177,779		$ 1,153,383		$ 1,597,957
Other Costs[e]													
Deposit to Adminstrative Fund	$ 142,500	$ -	$ 142,500		$ 38,750		$ 4,403		$ 30,597		$ 40,000		$ 28,750
	$ 142,500	$ -	$ 142,500		$ 38,750		$ 4,403		$ 30,597		$ 40,000		$ 28,750
Total	**$ 66,329,809**	**$ 10,579,870**	**$ 55,749,939**		**$ 11,867,662**		**$ 3,344,168**		**$ 25,607,723**		**$ 7,750,387**		**$ 7,180,000**

Notes:

[a] The costs of the Improvement Area #1 Improvements and the Major Improvements are as provided at the time the City Council approved the 2018 Assessment Ordinances. The costs of Improvement Area #2 Improvements, Improvement Area #2-A Improvements, and Improvement Area #2-B Improvements at the time the City Council approved the 2021 Assessment Ordinance (July) and 2021 Assessment Ordinance (August), as applicable. The costs of the Improvement Area #3 Improvements are as provided in the Engineer's Report dated 5/23/2025 and subject to change, attached hereto as Appendix A. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or the Service and Assessment Plan as amended.

[b] Categories as shown in the 2018 Service and Assessment Plan. Miscellaneous costs are included in the Soft Costs category of Improvement Area #1 Improvements.

[c] Privately funded costs related to Improvement Area #2 includes (i) a water campus that will be constructed by the Developer and is anticipated to be reimbursed to the Developer through City impact fee credits, and (ii) street improvements on FM 407 that will be owned and maintained by TxDOT. No privately funded costs will be eligible for reimbursement from PID Bonds or Assessments.

[d] Privately funded costs related to Improvement Area #3 includes (i) streetlights, and (ii) domestic service lines. No privately funded costs will be eligible for reimbursement from PID Bonds or Assessments.

[e] Improvement Area #3 Bond Issuance Costs and Other Costs are preliminary estimates and subject to change and will be updated to reflect the actual cost when PID Bonds are issued.

[f] District Formation Costs are included in the Major Improvements Soft Costs.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Principal		$ 180,000.00	$ 190,000.00	$ 200,000.00	$ 210,000.00	$ 220,000.00
Interest		355,687.50	347,362.50	338,575.00	329,325.00	318,825.00
	(1)	$ 535,687.50	$ 537,362.50	$ 538,575.00	$ 539,325.00	$ 538,825.00
Additional Interest	(2)	$ 37,315.60	$ 27,014.34	$ 27,554.63	$ 28,105.72	$ 28,667.83
Administrative Expenses	(3)	$ 35,300.00	$ 34,400.00	$ 33,450.00	$ 32,450.00	$ 31,400.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 608,303.10**	**$ 598,776.84**	**$ 599,579.63**	**$ 599,880.72**	**$ 598,892.83**

Improvement Area #2-A						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Major Improvement Area Bonds [a]						
Principal		$ 11,833.30	$ 12,622.19	$ 13,411.07	$ 13,805.52	$ 14,594.40
Interest		26,443.98	25,852.31	25,221.20	24,550.65	23,808.60
	(1)	$ 38,277.28	$ 38,474.50	$ 38,632.28	$ 38,356.16	$ 38,403.00
Additional Interest	(2)	$ 2,441.60	$ 2,382.44	$ 2,319.33	$ 2,252.27	$ 2,183.24
Administrative Expenses	(3)	$ 2,693.09	$ 1,966.50	$ 2,005.83	$ 2,045.94	$ 2,086.86
Improvement Area #2 Bonds						
Principal		$ 52,000.00	$ 53,000.00	$ 54,000.00	$ 57,000.00	$ 58,000.00
Interest		84,772.50	83,472.50	81,882.50	80,262.50	78,552.50
	(4)	$ 136,772.50	$ 136,472.50	$ 135,882.50	$ 137,262.50	$ 136,552.50
Additional Interest	(5)	$ 11,620.00	$ 11,360.00	$ 11,095.00	$ 10,825.00	$ 10,540.00
Administrative Expenses	(6)	$ 5,550.24	$ 6,750.44	$ 6,885.45	$ 7,023.16	$ 7,163.62
Total Annual Installment	**(7) = (1) + (2) + (3) + (4) + (5) + (6)**	**$ 197,354.71**	**$ 197,406.38**	**$ 196,820.38**	**$ 197,765.04**	**$ 196,929.23**

Notes:

[a] Includes the allocable portion of the Major Improvement Area Assessment to Improvement Area #2-A.

Improvement Area #2-B						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Major Improvement Area Bonds [b]						
Principal		$ 79,479.77	$ 84,778.42	$ 90,077.08	$ 92,726.40	$ 98,025.05
Interest		177,614.12	173,640.13	169,401.21	164,897.35	159,913.30
	(1)	$ 257,093.89	$ 258,418.55	$ 259,478.28	$ 257,623.76	$ 257,938.36
Additional Interest	(2)	$ 16,399.33	$ 16,001.93	$ 15,578.04	$ 15,127.65	$ 14,664.02
Administrative Expenses	(3)	$ 18,048.19	$ 13,178.81	$ 13,442.39	$ 13,711.23	$ 13,985.46
Improvement Area #2 Bonds						
Principal		$ 357,000.00	$ 365,000.00	$ 376,000.00	$ 390,000.00	$ 403,000.00
Interest		582,156.26	573,231.26	562,281.26	551,001.26	539,301.26
	(4)	$ 939,156.26	$ 938,231.26	$ 938,281.26	$ 941,001.26	$ 942,301.26
Additional Interest	(5)	$ 79,825.00	$ 78,040.00	$ 76,215.00	$ 74,335.00	$ 72,385.00
Administrative Expenses	(6)	$ 38,629.47	$ 46,982.86	$ 47,922.52	$ 48,880.97	$ 49,858.59
Total Annual Installment	**(7) = (1) + (2) + (3) + (4) + (5) + (6)**	**$ 1,349,152.14**	**$ 1,350,853.41**	**$ 1,350,917.48**	**$ 1,350,679.87**	**$ 1,351,132.69**

Notes:

[b] Includes the allocable portion of the Major Improvement Area Assessment to Improvement Area #2-B.

Improvement Area #3							
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Major Improvement Area Bonds [c]						
Principal		$ 22,188.12	$ 23,667.33	$ 25,146.54	$ 25,886.14	$ 27,365.35
Interest		49,583.98	48,474.58	47,291.21	46,033.88	44,642.50
	(1)	$ 71,772.10	$ 72,141.91	$ 72,437.75	$ 71,920.03	$ 72,007.85
Additional Interest	(2)	$ 4,578.15	$ 4,467.21	$ 4,348.87	$ 4,223.14	$ 4,093.71
Administrative Expenses	(3)	$ 5,118.11	$ 3,737.25	$ 3,811.99	$ 3,888.23	$ 3,966.00
Improvement Area #3 Bonds						
Principal		$ 94,000.00	$ 74,000.00	$ 78,000.00	$ 83,000.00	$ 88,000.00
Interest		372,225.00	392,937.50	388,312.50	383,437.50	378,250.00
	(4)	$ 466,225.00	$ 466,937.50	$ 466,312.50	$ 466,437.50	$ 466,250.00
Additional Interest	(5)	$ 31,905.00	$ 31,435.00	$ 31,065.00	$ 30,675.00	$ 30,260.00
Administrative Expenses	(6)	$ 40,000.00	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29
Total Annual Installment	**(7) = (1) + (2) + (3) + (4) + (5) + (6)**	**$ 619,598.36**	**$ 619,518.86**	**$ 619,592.11**	**$ 619,592.22**	**$ 619,874.85**

Notes:

[c] Includes the allocable portion of the Major Improvement Area Assessment to Improvement Area #3.

Improvement Area #4						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Major Improvement Area Bonds [d]						
Principal		$ 11,816.16	$ 12,603.90	$ 13,391.65	$ 13,785.52	$ 14,573.26
Interest		26,405.67	25,814.86	25,184.67	24,515.09	23,774.11
	(1)	$ 38,221.83	$ 38,418.77	$ 38,576.32	$ 38,300.61	$ 38,347.38
Additional Interest	(2)	$ 2,438.07	$ 2,378.99	$ 2,315.97	$ 2,249.01	$ 2,180.08
Administrative Expenses	(3)	$ 2,725.62	$ 1,990.25	$ 2,030.06	$ 2,070.66	$ 2,112.07
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 43,385.52**	**$ 42,788.00**	**$ 42,922.34**	**$ 42,620.27**	**$ 42,639.53**

Notes:

[d] Includes the allocable portion of the Major Improvement Area Assessment to Improvement Area #4.

Major Improvement Area[e]						
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Major Improvement Area Bonds [f]						
Principal		$ 150,000.00	$ 160,000.00	$ 170,000.00	$ 175,000.00	$ 185,000.00
Interest		335,206.26	327,706.26	319,706.26	311,206.26	301,800.00
	(1)	$ 485,206.26	$ 487,706.26	$ 489,706.26	$ 486,206.26	$ 486,800.00
Additional Interest	(2)	$ 34,278.52	$ 25,030.22	$ 25,530.82	$ 26,041.44	$ 26,562.27
Administrative Expenses	(3)	$ 30,950.00	$ 30,200.00	$ 29,400.00	$ 28,550.00	$ 27,675.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 550,434.78**	**$ 542,936.48**	**$ 544,637.08**	**$ 540,797.70**	**$ 541,037.27**

Notes:

[e] The Major Improvement Area includes the Improvement Area #2-A, Improvement Area #2-B, Improvement Area #3, Improvement Area #4, and the Future Improvement Area's allocable portion of the Major Improvement Area Assessments.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Privately Funded	Improvement Area #1	Improvement Area #2		Improvement Area #3	Major Improvement Area
			Improvement Area #2-A	Improvement Area #2-B		
Sources of Funds						
Improvement Area #1 Bonds	$ -	$ 8,130,000	$ -	$ -	$ -	$ -
Improvement Area #2 Bonds	-	-	2,520,500	16,987,500	-	-
Improvement Area #3 Bonds	-	-	-	-	6,381,000	-
Major Improvement Area Bonds	-	-	-	-	-	6,980,000
Extraordinary Optional Redemption[a]	-	-	29,500	732,500	-	200,000
Reoffering Premium	-	-	47,739	337,671	-	-
Developer Contribution[b]	-	3,737,662	746,429	7,550,052	1,369,387	-
Developer Contribution - Private Costs[b]	10,579,870	-	-	-	-	-
Total Sources	**$ 10,579,870**	**$ 11,867,662**	**$ 3,344,168**	**$ 25,607,723**	**$ 7,750,387**	**$ 7,180,000**
Uses of Funds						
Major Improvements	$ -	$ 2,111,582	$ -	$ -	$ -	$ 5,553,293
Improvement Area #1 Improvements	-	8,407,035	-	-	-	-
Improvement Area #2 Improvements	10,214,100	-	1,039,596	7,202,132	-	-
Improvement Area #2-A Improvements	-	-	1,933,867	-	-	-
Improvement Area #2-B Improvements	-	-	-	15,197,215	-	-
Improvement Area #3 Improvements	365,770	-	-	-	6,557,005	-
	$ 10,579,870	$ 10,518,617	$ 2,973,463	$ 22,399,347	$ 6,557,005	$ 5,553,293
Bond Issuance Costs[c]						
Debt Service Reserve Fund	$ -	$ 549,169	$ 183,122	$ 1,272,520	$ 547,188	$ 511,975
Capitalized Interest	-	147,226	-	632,339	-	523,356
Underwriter's Discount	-	243,900	76,500	531,600	191,430	215,400
Cost of Issuance	-	370,000	106,680	741,320	414,765	347,226
	$ -	$ 1,310,295	$ 366,302	$ 3,177,779	$ 1,153,383	$ 1,597,957
Other Costs[c]						
Deposit to Administrative Fund	$ -	$ 38,750	$ 4,403	$ 30,597	$ 40,000	$ 28,750
	$ -	$ 38,750	$ 4,403	$ 30,597	$ 40,000	$ 28,750
Total Uses	**$ 10,579,870**	**$ 11,867,662**	**$ 3,344,168**	**$ 25,607,723**	**$ 7,750,387**	**$ 7,180,000**

Notes:

[a] Extraordinary optional redemption as further described in **Section IX** of this 2025 A&R Service and Assessment Plan.

[b] Non-reimbursable to Developer through the collection of Annual Installments or the proceeds of PID Bonds.

[c] Improvement Area #3 Bond Issuance Costs and Other Costs are preliminary estimates and subject to change and will be updated to reflect the actual cost when PID Bonds are issued.

EXHIBIT E – ESTIMATED BUILDOUT VALUE AND MAXIMUM ASSESSMENT

Lot Type	Units/ Acre[a]	Assessed Property After Redemption[b]	Estimated Buildout Value[c]		Outstanding Improvement Area PID Bond	Outstanding Major Improvement Area Bond	Total Outstanding Assessment		Average Annual Installment		Tax Rate Equivalent
			Per Unit	Total	Total	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1											
Lot Type 1	296	296	$ 330,000	$ 97,680,000	$ 5,099,048	$ -	$ 17,226.51	$ 5,099,048	$ 1,455.44	$ 430,811	$ 0.4410
Lot Type 2	69	69	$ 385,000	$ 26,565,000	$ 1,386,734	$ -	$ 20,097.60	$ 1,386,734	$ 1,698.02	$ 117,163	$ 0.4410
Lot Type 3	25	25	$ 440,000	$ 11,000,000	$ 574,217	$ -	$ 22,968.69	$ 574,217	$ 1,940.59	$ 48,515	$ 0.4410
Improvement Area #1 Total	**390**	**390**		**$ 135,245,000**	**$ 7,060,000**	**$ -**		**$ 7,060,000**		**$ 596,489**	
Major Improvement Area											
Improvement Area #2-A											
Lot Type 4	36	35	$ 400,000	$ 14,400,000	$ 988,335	$ 207,670	$ 34,171.58	$ 1,196,005	$ 2,362.65	$ 85,055	$ 0.5907
Lot Type 5	43	43	$ 440,000	$ 18,920,000	$ 1,335,665	$ 280,651	$ 37,588.74	$ 1,616,316	$ 2,598.92	$ 111,753	$ 0.5907
Improvement Area #2-A Total	**79**	**78**		**$ 33,320,000**	**$ 2,324,000**	**$ 488,321**		**$ 2,812,321**		**$ 196,809**	
Improvement Area #2-B											
Lot Type 6	400	400	$ 360,000	$ 144,000,000	$ 10,397,335	$ 2,136,039	$ 31,333.44	$ 12,533,374	$ 2,099.88	$ 839,953	$ 0.5833
Lot Type 7	18	18	$ 400,000	$ 7,200,000	$ 519,867	$ 106,802	$ 34,814.93	$ 626,669	$ 2,333.20	$ 41,998	$ 0.5833
Lot Type 8	120	120	$ 440,000	$ 52,800,000	$ 3,812,356	$ 783,214	$ 38,296.42	$ 4,595,570	$ 2,566.52	$ 307,983	$ 0.5833
Lot Type Commercial	17.890	11.407	$ 1,500,000	$ 26,835,000	$ 1,235,442	$ 253,810	$ 130,555.98	$ 1,489,252	$ 8,749.51	$ 156,529	$ 0.5833
Improvement Area #2-B Total	**538**	**538**		**$ 230,835,000**	**$ 15,965,000**	**$ 3,279,865**		**$ 19,244,865**		**$ 1,346,461**	
Improvement Area #3											
Lot Type 9	169	169	$ 600,000	$ 101,400,000	$ 6,381,000	$ 915,630	$ 43,175.32	$ 7,296,630	$ 3,668.95	$ 620,053	$ 0.6115
Improvement Area #3 Total	**169**	**169**		**$ 101,400,000**	**$ 6,381,000**	**$ 915,630**		**$ 7,296,630**		**$ 620,053**	
Improvement Area #4											
Lot Type 10	90	90	$ 360,000	$ 32,400,000	$ -	$ 487,614	$ 5,417.93	$ 487,614	$ 473.79	$ 42,641	$ 0.1316
Improvement Area #4 Total	**90**	**90**		**$ 32,400,000**	**$ -**	**$ 487,614**		**$ 487,614**		**$ 42,641**	
Future Improvement Area Total	**188**	**188**		**$ 75,200,000**	**$ -**	**$ 1,018,570**		**$ 1,018,570**		**$ 89,073**	
Major Improvement Area Total	**974**	**973**		**$ 473,155,000**		**$ 6,190,000**		**$ 6,190,000**		**$ 541,020**	
Grand Total	**1364**	**1363**		**$ 608,400,000**	**$ 31,730,000**	**$ 6,190,000**		**$ 37,920,000**			

Notes:

[a] Based on the information provided by the Developer dated 6/10/2025.

[b] Represents the unit count of Assessed Property, excluding Parcels that have had their Assessments prepaid in full at the time of the applicable extraordinary optional redemption, as further described in **Section IX** of this 2025 A&R Service and Assessment Plan.

[c] Estimated Buildout Value for each Lot Type reflects values at the time of the City Council's approval of the applicable Assessment Ordinance. Improvement Area #3 Estimated Buildout Value as provided by the Developer, dated 7/31/2025.

[d] The Improvement Area #4 Condo Regime filed on March 10, 2025, anticipates the construction of up to 160 lots. This amount shall be updated and/or finalized in connection with City Council's subsequent approval of a subdivision plat or zoning plan in 2025.

EXHIBIT F-1 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
68268	Improvement Area #3 Remainder Parcel; Major Improvement Area Remainder Parcel	[d], [e]	$ 856,542.28	$ 76,211.03
68270	Major Improvement Area Remainder Parcel	[d]	$ 10,871.69	$ 967.31
68277	Improvement Area #3 Remainder Parcel; Major Improvement Area Remainder Parcel	[d], [e]	$ 315,320.66	$ 28,055.72
68287	Major Improvement Area Remainder Parcel	[d]	$ 7,931.90	$ 705.74
68871	Major Improvement Area Remainder Parcel	[d]	$ 7,765.49	$ 690.94
68872	Major Improvement Area Remainder Parcel	[d]	$ 22,187.13	$ 1,974.10
147863	Improvement Area #3 Remainder Parcel; Major Improvement Area Remainder Parcel	[d], [e]	$ 233,868.06	$ 20,808.46
147864	Major Improvement Area Remainder Parcel	[d]	$ 219,652.55	$ 19,543.63
980813	Non-Benefited Property		$ -	$ -
980814	Lot Type 4		$ 5,933.42	$ 527.93
980815	Lot Type 4		$ 5,933.42	$ 527.93
980816	Lot Type 4		$ 5,933.42	$ 527.93
980817	Lot Type 4		$ 5,933.42	$ 527.93
980818	Lot Type 4		$ 5,933.42	$ 527.93
980819	Lot Type 4		$ 5,933.42	$ 527.93
980820	Lot Type 4	[c]	$ -	$ -
980821	Lot Type 4		$ 5,933.42	$ 527.93
980822	Lot Type 4		$ 5,933.42	$ 527.93
980823	Lot Type 4		$ 5,933.42	$ 527.93
980824	Lot Type 4		$ 5,933.42	$ 527.93
980825	Lot Type 4		$ 5,933.42	$ 527.93
980826	Lot Type 4		$ 5,933.42	$ 527.93
980827	Lot Type 4		$ 5,933.42	$ 527.93
980828	Lot Type 4		$ 5,933.42	$ 527.93
980829	Lot Type 4		$ 5,933.42	$ 527.93
980830	Lot Type 4		$ 5,933.42	$ 527.93
980831	Lot Type 4		$ 5,933.42	$ 527.93
980832	Lot Type 4		$ 5,933.42	$ 527.93
980833	Lot Type 4		$ 5,933.42	$ 527.93
980834	Lot Type 4		$ 5,933.42	$ 527.93
980835	Lot Type 4		$ 5,933.42	$ 527.93
980836	Lot Type 4		$ 5,933.42	$ 527.93
980837	Lot Type 4		$ 5,933.42	$ 527.93
980838	Lot Type 4		$ 5,933.42	$ 527.93
980839	Lot Type 4		$ 5,933.42	$ 527.93
980840	Lot Type 4		$ 5,933.42	$ 527.93
980841	Lot Type 4		$ 5,933.42	$ 527.93
980842	Lot Type 4		$ 5,933.42	$ 527.93
980843	Lot Type 4		$ 5,933.42	$ 527.93
980844	Lot Type 4		$ 5,933.42	$ 527.93

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
980845	Lot Type 4		$ 5,933.42	$ 527.93
980846	Lot Type 4		$ 5,933.42	$ 527.93
980847	Lot Type 4		$ 5,933.42	$ 527.93
980848	Lot Type 4		$ 5,933.42	$ 527.93
980849	Lot Type 4		$ 5,933.42	$ 527.93
980850	Lot Type 5		$ 6,526.77	$ 580.72
980851	Lot Type 5		$ 6,526.77	$ 580.72
980852	Lot Type 5		$ 6,526.77	$ 580.72
980853	Lot Type 5		$ 6,526.77	$ 580.72
980854	Lot Type 5		$ 6,526.77	$ 580.72
980855	Lot Type 5		$ 6,526.77	$ 580.72
980856	Lot Type 5		$ 6,526.77	$ 580.72
980857	Lot Type 5		$ 6,526.77	$ 580.72
980858	Lot Type 5		$ 6,526.77	$ 580.72
980859	Lot Type 5		$ 6,526.77	$ 580.72
980860	Lot Type 5		$ 6,526.77	$ 580.72
980861	Lot Type 5		$ 6,526.77	$ 580.72
980862	Lot Type 5		$ 6,526.77	$ 580.72
980863	Lot Type 5		$ 6,526.77	$ 580.72
980864	Lot Type 5		$ 6,526.77	$ 580.72
980865	Lot Type 5		$ 6,526.77	$ 580.72
980866	Lot Type 5	[c]	$ -	$ -
980867	Lot Type 5		$ 6,526.77	$ 580.72
980868	Lot Type 5		$ 6,526.77	$ 580.72
980869	Lot Type 5		$ 6,526.77	$ 580.72
980870	Lot Type 5		$ 6,526.77	$ 580.72
980871	Lot Type 5		$ 6,526.77	$ 580.72
980872	Lot Type 5		$ 6,526.77	$ 580.72
980873	Lot Type 5		$ 6,526.77	$ 580.72
980874	Lot Type 5		$ 6,526.77	$ 580.72
980875	Non-Benefited Property		$ -	$ -
980876	Lot Type 5		$ 6,526.77	$ 580.72
980877	Lot Type 5		$ 6,526.77	$ 580.72
980878	Lot Type 5		$ 6,526.77	$ 580.72
980879	Lot Type 5		$ 6,526.77	$ 580.72
980880	Lot Type 5		$ 6,526.77	$ 580.72
980881	Lot Type 5		$ 6,526.77	$ 580.72
980882	Lot Type 5		$ 6,526.77	$ 580.72
980883	Lot Type 5		$ 6,526.77	$ 580.72
980884	Lot Type 5		$ 6,526.77	$ 580.72

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
980885	Lot Type 5		$ 6,526.77	$ 580.72
980886	Lot Type 5		$ 6,526.77	$ 580.72
980887	Lot Type 5		$ 6,526.77	$ 580.72
980888	Lot Type 5		$ 6,526.77	$ 580.72
980889	Lot Type 5		$ 6,526.77	$ 580.72
980890	Lot Type 5		$ 6,526.77	$ 580.72
980891	Lot Type 5		$ 6,526.77	$ 580.72
980892	Lot Type 5		$ 6,526.77	$ 580.72
980893	Lot Type 5		$ 6,526.77	$ 580.72
983715	Lot Type Commercial	[c]	$ -	$ -
1007189	Lot Type 6		$ 5,340.10	$ 475.14
1007190	Lot Type 6		$ 5,340.10	$ 475.14
1007191	Lot Type 6		$ 5,340.10	$ 475.14
1007192	Lot Type 6		$ 5,340.10	$ 475.14
1007193	Lot Type 6		$ 5,340.10	$ 475.14
1007194	Lot Type 6		$ 5,340.10	$ 475.14
1007195	Lot Type 6		$ 5,340.10	$ 475.14
1007196	Lot Type 6		$ 5,340.10	$ 475.14
1007197	Lot Type 6		$ 5,340.10	$ 475.14
1007198	Lot Type 6		$ 5,340.10	$ 475.14
1007199	Lot Type 6		$ 5,340.10	$ 475.14
1007200	Lot Type 6		$ 5,340.10	$ 475.14
1007201	Lot Type 6		$ 5,340.10	$ 475.14
1007202	Lot Type 6		$ 5,340.10	$ 475.14
1007203	Lot Type 6		$ 5,340.10	$ 475.14
1007204	Lot Type 6		$ 5,340.10	$ 475.14
1007205	Lot Type 6		$ 5,340.10	$ 475.14
1007206	Lot Type 6		$ 5,340.10	$ 475.14
1007207	Lot Type 6		$ 5,340.10	$ 475.14
1007208	Lot Type 6		$ 5,340.10	$ 475.14
1007209	Lot Type 6		$ 5,340.10	$ 475.14
1007210	Lot Type 6		$ 5,340.10	$ 475.14
1007211	Lot Type 6		$ 5,340.10	$ 475.14
1007212	Lot Type 6		$ 5,340.10	$ 475.14
1007213	Lot Type 6		$ 5,340.10	$ 475.14
1007214	Lot Type 6		$ 5,340.10	$ 475.14
1007215	Lot Type 6		$ 5,340.10	$ 475.14
1007216	Lot Type 6		$ 5,340.10	$ 475.14
1007217	Lot Type 6		$ 5,340.10	$ 475.14
1007218	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1007219	Lot Type 6		$ 5,340.10	$ 475.14
1007220	Lot Type 6		$ 5,340.10	$ 475.14
1007221	Lot Type 6		$ 5,340.10	$ 475.14
1007222	Lot Type 6		$ 5,340.10	$ 475.14
1007223	Lot Type 6		$ 5,340.10	$ 475.14
1007224	Lot Type 6		$ 5,340.10	$ 475.14
1007225	Lot Type 6		$ 5,340.10	$ 475.14
1007226	Lot Type 6		$ 5,340.10	$ 475.14
1007227	Lot Type 6		$ 5,340.10	$ 475.14
1007228	Lot Type 6		$ 5,340.10	$ 475.14
1007229	Lot Type 6		$ 5,340.10	$ 475.14
1007230	Lot Type 6		$ 5,340.10	$ 475.14
1007231	Lot Type 6		$ 5,340.10	$ 475.14
1007232	Lot Type 6		$ 5,340.10	$ 475.14
1007233	Lot Type 6		$ 5,340.10	$ 475.14
1007234	Lot Type 6		$ 5,340.10	$ 475.14
1007235	Lot Type 6		$ 5,340.10	$ 475.14
1007236	Lot Type 6		$ 5,340.10	$ 475.14
1007237	Lot Type 6		$ 5,340.10	$ 475.14
1007238	Lot Type 6		$ 5,340.10	$ 475.14
1007239	Lot Type 6		$ 5,340.10	$ 475.14
1007240	Lot Type 6		$ 5,340.10	$ 475.14
1007241	Lot Type 6		$ 5,340.10	$ 475.14
1007242	Lot Type 6		$ 5,340.10	$ 475.14
1007243	Lot Type 6		$ 5,340.10	$ 475.14
1007244	Lot Type 6		$ 5,340.10	$ 475.14
1007245	Lot Type 6		$ 5,340.10	$ 475.14
1007246	Lot Type 6		$ 5,340.10	$ 475.14
1007247	Lot Type 6		$ 5,340.10	$ 475.14
1007248	Lot Type 6		$ 5,340.10	$ 475.14
1007249	Lot Type 6		$ 5,340.10	$ 475.14
1007250	Lot Type 6		$ 5,340.10	$ 475.14
1007251	Lot Type 6		$ 5,340.10	$ 475.14
1007285	Lot Type 8		$ 6,526.79	$ 580.72
1007286	Lot Type 8		$ 6,526.79	$ 580.72
1007287	Lot Type 8		$ 6,526.79	$ 580.72
1007288	Lot Type 8		$ 6,526.79	$ 580.72
1007289	Lot Type 8		$ 6,526.79	$ 580.72
1007290	Lot Type 8		$ 6,526.79	$ 580.72
1007291	Lot Type 8		$ 6,526.79	$ 580.72

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1007292	Lot Type 8		$ 6,526.79	$ 580.72
1007293	Lot Type 8		$ 6,526.79	$ 580.72
1007294	Lot Type 8		$ 6,526.79	$ 580.72
1007295	Lot Type 8		$ 6,526.79	$ 580.72
1007296	Lot Type 8		$ 6,526.79	$ 580.72
1007297	Lot Type 8		$ 6,526.79	$ 580.72
1007298	Lot Type 6		$ 5,340.10	$ 475.14
1007299	Lot Type 6		$ 5,340.10	$ 475.14
1007300	Lot Type 6		$ 5,340.10	$ 475.14
1007301	Lot Type 6		$ 5,340.10	$ 475.14
1007302	Lot Type 6		$ 5,340.10	$ 475.14
1007303	Lot Type 6		$ 5,340.10	$ 475.14
1007304	Lot Type 6		$ 5,340.10	$ 475.14
1007305	Lot Type 6		$ 5,340.10	$ 475.14
1007306	Lot Type 6		$ 5,340.10	$ 475.14
1007307	Lot Type 6		$ 5,340.10	$ 475.14
1007308	Lot Type 6		$ 5,340.10	$ 475.14
1007309	Lot Type 6		$ 5,340.10	$ 475.14
1007310	Lot Type 6		$ 5,340.10	$ 475.14
1007311	Lot Type 6		$ 5,340.10	$ 475.14
1007312	Lot Type 6		$ 5,340.10	$ 475.14
1007313	Lot Type 6		$ 5,340.10	$ 475.14
1007314	Lot Type 6		$ 5,340.10	$ 475.14
1007315	Lot Type 6		$ 5,340.10	$ 475.14
1007316	Lot Type 6		$ 5,340.10	$ 475.14
1007317	Lot Type 6		$ 5,340.10	$ 475.14
1007318	Lot Type 6		$ 5,340.10	$ 475.14
1007319	Lot Type 6		$ 5,340.10	$ 475.14
1007320	Lot Type 6		$ 5,340.10	$ 475.14
1007321	Lot Type 6		$ 5,340.10	$ 475.14
1007322	Lot Type 6		$ 5,340.10	$ 475.14
1007323	Lot Type 6		$ 5,340.10	$ 475.14
1007324	Lot Type 6		$ 5,340.10	$ 475.14
1007325	Lot Type 6		$ 5,340.10	$ 475.14
1007326	Lot Type 6		$ 5,340.10	$ 475.14
1007327	Lot Type 6		$ 5,340.10	$ 475.14
1007328	Lot Type 6		$ 5,340.10	$ 475.14
1007329	Lot Type 6		$ 5,340.10	$ 475.14
1007330	Lot Type 6		$ 5,340.10	$ 475.14
1007331	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1007332	Lot Type 6		$ 5,340.10	$ 475.14
1007333	Lot Type 6		$ 5,340.10	$ 475.14
1007334	Lot Type 6		$ 5,340.10	$ 475.14
1007335	Lot Type 6		$ 5,340.10	$ 475.14
1007336	Lot Type 6		$ 5,340.10	$ 475.14
1007337	Lot Type 6		$ 5,340.10	$ 475.14
1007338	Lot Type 6		$ 5,340.10	$ 475.14
1007339	Lot Type 6		$ 5,340.10	$ 475.14
1007340	Lot Type 6		$ 5,340.10	$ 475.14
1007341	Lot Type 6	[c]	$ -	$ -
1007342	Lot Type 6		$ 5,340.10	$ 475.14
1007343	Lot Type 6		$ 5,340.10	$ 475.14
1007344	Lot Type 6		$ 5,340.10	$ 475.14
1007345	Lot Type 6		$ 5,340.10	$ 475.14
1007346	Lot Type 6		$ 5,340.10	$ 475.14
1007347	Lot Type 6		$ 5,340.10	$ 475.14
1007348	Lot Type 6		$ 5,340.10	$ 475.14
1007349	Non-Benefited Property		$ -	$ -
1007350	Lot Type 6		$ 5,340.10	$ 475.14
1007351	Lot Type 6		$ 5,340.10	$ 475.14
1007352	Lot Type 6		$ 5,340.10	$ 475.14
1007353	Lot Type 6		$ 5,340.10	$ 475.14
1007354	Lot Type 6		$ 5,340.10	$ 475.14
1007355	Lot Type 6		$ 5,340.10	$ 475.14
1007356	Lot Type 6		$ 5,340.10	$ 475.14
1007357	Lot Type 6		$ 5,340.10	$ 475.14
1007358	Lot Type 6		$ 5,340.10	$ 475.14
1007359	Lot Type 6		$ 5,340.10	$ 475.14
1007360	Lot Type 6		$ 5,340.10	$ 475.14
1007361	Lot Type 6		$ 5,340.10	$ 475.14
1007362	Lot Type 6		$ 5,340.10	$ 475.14
1007363	Lot Type 6		$ 5,340.10	$ 475.14
1007364	Lot Type 6		$ 5,340.10	$ 475.14
1007365	Lot Type 6		$ 5,340.10	$ 475.14
1007366	Lot Type 6		$ 5,340.10	$ 475.14
1007367	Lot Type 6		$ 5,340.10	$ 475.14
1007368	Lot Type 6		$ 5,340.10	$ 475.14
1007369	Lot Type 6		$ 5,340.10	$ 475.14
1007370	Lot Type 6		$ 5,340.10	$ 475.14
1007371	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1007372	Lot Type 6		$ 5,340.10	$ 475.14
1007373	Lot Type 6		$ 5,340.10	$ 475.14
1007374	Lot Type 6		$ 5,340.10	$ 475.14
1007375	Lot Type 6		$ 5,340.10	$ 475.14
1007376	Lot Type 6		$ 5,340.10	$ 475.14
1007377	Lot Type 6		$ 5,340.10	$ 475.14
1007378	Lot Type 6		$ 5,340.10	$ 475.14
1007379	Lot Type 6		$ 5,340.10	$ 475.14
1007380	Lot Type 6		$ 5,340.10	$ 475.14
1007381	Lot Type 6		$ 5,340.10	$ 475.14
1007382	Lot Type 6		$ 5,340.10	$ 475.14
1007383	Lot Type 6		$ 5,340.10	$ 475.14
1007384	Lot Type 6		$ 5,340.10	$ 475.14
1007385	Lot Type 6		$ 5,340.10	$ 475.14
1007386	Lot Type 6		$ 5,340.10	$ 475.14
1007387	Lot Type 6		$ 5,340.10	$ 475.14
1007388	Lot Type 6		$ 5,340.10	$ 475.14
1007389	Lot Type 6		$ 5,340.10	$ 475.14
1007390	Lot Type 6		$ 5,340.10	$ 475.14
1007391	Lot Type 6		$ 5,340.10	$ 475.14
1007392	Lot Type 6		$ 5,340.10	$ 475.14
1007393	Lot Type 6		$ 5,340.10	$ 475.14
1007394	Lot Type 6		$ 5,340.10	$ 475.14
1007395	Lot Type 6		$ 5,340.10	$ 475.14
1007396	Lot Type 6		$ 5,340.10	$ 475.14
1007397	Lot Type 6		$ 5,340.10	$ 475.14
1007398	Lot Type 6		$ 5,340.10	$ 475.14
1007399	Lot Type 6		$ 5,340.10	$ 475.14
1007400	Lot Type 6		$ 5,340.10	$ 475.14
1007401	Lot Type 6		$ 5,340.10	$ 475.14
1007402	Lot Type 6		$ 5,340.10	$ 475.14
1007403	Lot Type 6		$ 5,340.10	$ 475.14
1007404	Lot Type 6		$ 5,340.10	$ 475.14
1007405	Lot Type 6		$ 5,340.10	$ 475.14
1007406	Lot Type 6		$ 5,340.10	$ 475.14
1007407	Lot Type 6		$ 5,340.10	$ 475.14
1007408	Lot Type 6		$ 5,340.10	$ 475.14
1007409	Lot Type 6		$ 5,340.10	$ 475.14
1007410	Lot Type 6		$ 5,340.10	$ 475.14
1007411	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1007412	Lot Type 6		$ 5,340.10	$ 475.14
1007413	Non-Benefited Property		$ -	$ -
1007414	Non-Benefited Property		$ -	$ -
1007415	Lot Type 6		$ 5,340.10	$ 475.14
1007416	Lot Type 6		$ 5,340.10	$ 475.14
1007417	Lot Type 6		$ 5,340.10	$ 475.14
1007418	Lot Type 6		$ 5,340.10	$ 475.14
1007419	Lot Type 6		$ 5,340.10	$ 475.14
1007420	Lot Type 6		$ 5,340.10	$ 475.14
1007421	Lot Type 6		$ 5,340.10	$ 475.14
1007422	Lot Type 6		$ 5,340.10	$ 475.14
1007423	Lot Type 6		$ 5,340.10	$ 475.14
1007424	Lot Type 6		$ 5,340.10	$ 475.14
1007425	Lot Type 6		$ 5,340.10	$ 475.14
1007426	Lot Type 6		$ 5,340.10	$ 475.14
1007427	Lot Type 6		$ 5,340.10	$ 475.14
1007428	Lot Type 6		$ 5,340.10	$ 475.14
1007429	Lot Type 6		$ 5,340.10	$ 475.14
1007430	Lot Type 6		$ 5,340.10	$ 475.14
1007431	Lot Type 6		$ 5,340.10	$ 475.14
1007432	Lot Type 6		$ 5,340.10	$ 475.14
1007433	Lot Type 6		$ 5,340.10	$ 475.14
1007434	Lot Type 6		$ 5,340.10	$ 475.14
1007435	Lot Type 6		$ 5,340.10	$ 475.14
1007436	Lot Type 6		$ 5,340.10	$ 475.14
1007437	Lot Type 6		$ 5,340.10	$ 475.14
1007438	Lot Type 6		$ 5,340.10	$ 475.14
1007439	Lot Type 6		$ 5,340.10	$ 475.14
1007440	Lot Type 6		$ 5,340.10	$ 475.14
1007441	Lot Type 6		$ 5,340.10	$ 475.14
1007442	Lot Type 6		$ 5,340.10	$ 475.14
1007443	Lot Type 6		$ 5,340.10	$ 475.14
1007444	Lot Type 6		$ 5,340.10	$ 475.14
1007445	Lot Type 6		$ 5,340.10	$ 475.14
1007446	Lot Type 6		$ 5,340.10	$ 475.14
1007447	Lot Type 6		$ 5,340.10	$ 475.14
1007448	Lot Type 6		$ 5,340.10	$ 475.14
1007449	Non-Benefited Property		$ -	$ -
1007450	Lot Type 6		$ 5,340.10	$ 475.14
1007451	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1007452	Lot Type 6		$ 5,340.10	$ 475.14
1007453	Lot Type 6		$ 5,340.10	$ 475.14
1007454	Lot Type 6		$ 5,340.10	$ 475.14
1007455	Lot Type 6		$ 5,340.10	$ 475.14
1007456	Lot Type 6		$ 5,340.10	$ 475.14
1007457	Lot Type 6		$ 5,340.10	$ 475.14
1007458	Lot Type 6		$ 5,340.10	$ 475.14
1007459	Lot Type 6		$ 5,340.10	$ 475.14
1007460	Lot Type 6		$ 5,340.10	$ 475.14
1007463	Lot Type 7		$ 5,933.44	$ 527.93
1007464	Lot Type 7		$ 5,933.44	$ 527.93
1007465	Lot Type 7		$ 5,933.44	$ 527.93
1007466	Lot Type 7		$ 5,933.44	$ 527.93
1007467	Lot Type 7		$ 5,933.44	$ 527.93
1007468	Lot Type 7		$ 5,933.44	$ 527.93
1007469	Lot Type 7		$ 5,933.44	$ 527.93
1007470	Lot Type 7		$ 5,933.44	$ 527.93
1007471	Lot Type 7		$ 5,933.44	$ 527.93
1007472	Lot Type 7		$ 5,933.44	$ 527.93
1007473	Lot Type 6		$ 5,340.10	$ 475.14
1007474	Lot Type 6		$ 5,340.10	$ 475.14
1007475	Lot Type 6		$ 5,340.10	$ 475.14
1007476	Lot Type 6		$ 5,340.10	$ 475.14
1007477	Lot Type 6		$ 5,340.10	$ 475.14
1007478	Lot Type 6		$ 5,340.10	$ 475.14
1007479	Lot Type 6		$ 5,340.10	$ 475.14
1007480	Lot Type 6		$ 5,340.10	$ 475.14
1007481	Lot Type 6		$ 5,340.10	$ 475.14
1007482	Lot Type 6		$ 5,340.10	$ 475.14
1007486	Lot Type 8		$ 6,526.79	$ 580.72
1007487	Lot Type 8		$ 6,526.79	$ 580.72
1007488	Lot Type 8		$ 6,526.79	$ 580.72
1007489	Lot Type 8		$ 6,526.79	$ 580.72
1007490	Lot Type 8		$ 6,526.79	$ 580.72
1007491	Lot Type 8		$ 6,526.79	$ 580.72
1007492	Lot Type 8		$ 6,526.79	$ 580.72
1007493	Lot Type 8		$ 6,526.79	$ 580.72
1007494	Lot Type 6		$ 5,340.10	$ 475.14
1007495	Non-Benefited Property		$ -	$ -
1007496	Lot Type 6	[c]	$ -	$ -

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1007497	Lot Type 6		$ 5,340.10	$ 475.14
1007498	Lot Type 6		$ 5,340.10	$ 475.14
1007499	Lot Type 6		$ 5,340.10	$ 475.14
1007500	Lot Type 6		$ 5,340.10	$ 475.14
1007501	Lot Type 6		$ 5,340.10	$ 475.14
1007502	Lot Type 6		$ 5,340.10	$ 475.14
1007503	Lot Type 6		$ 5,340.10	$ 475.14
1007504	Lot Type 6		$ 5,340.10	$ 475.14
1007505	Lot Type 6		$ 5,340.10	$ 475.14
1007506	Lot Type 6		$ 5,340.10	$ 475.14
1007507	Lot Type 6		$ 5,340.10	$ 475.14
1007508	Lot Type 6		$ 5,340.10	$ 475.14
1007509	Lot Type 6		$ 5,340.10	$ 475.14
1007510	Lot Type 6		$ 5,340.10	$ 475.14
1007511	Lot Type 6		$ 5,340.10	$ 475.14
1007512	Lot Type 6		$ 5,340.10	$ 475.14
1007513	Lot Type 6		$ 5,340.10	$ 475.14
1007514	Lot Type 6		$ 5,340.10	$ 475.14
1007515	Lot Type 6		$ 5,340.10	$ 475.14
1007516	Lot Type 6		$ 5,340.10	$ 475.14
1007517	Lot Type 6		$ 5,340.10	$ 475.14
1007518	Lot Type 6		$ 5,340.10	$ 475.14
1007519	Lot Type 6		$ 5,340.10	$ 475.14
1007520	Lot Type 6		$ 5,340.10	$ 475.14
1007521	Lot Type 6		$ 5,340.10	$ 475.14
1007522	Lot Type 6		$ 5,340.10	$ 475.14
1007523	Lot Type 6		$ 5,340.10	$ 475.14
1007524	Lot Type 6		$ 5,340.10	$ 475.14
1007525	Non-Benefited Property		$ -	$ -
1007526	Non-Benefited Property		$ -	$ -
1009037	Lot Type Commercial		$ 167,096.23	$ 14,867.42
1012732	Lot Type 10	[f]	$ 173,224.91	$ 15,412.72
1012733	Non-Benefited Property	[c]	$ -	$ -
1013353	Non-Benefited Property	[c]	$ -	$ -
1036542	Lot Type 6		$ 5,340.10	$ 475.14
1036543	Lot Type 6		$ 5,340.10	$ 475.14
1036544	Lot Type 6		$ 5,340.10	$ 475.14
1036545	Lot Type 6		$ 5,340.10	$ 475.14
1036546	Lot Type 6		$ 5,340.10	$ 475.14
1036547	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1036548	Lot Type 6		$ 5,340.10	$ 475.14
1036549	Lot Type 6		$ 5,340.10	$ 475.14
1036550	Lot Type 6		$ 5,340.10	$ 475.14
1036551	Lot Type 6		$ 5,340.10	$ 475.14
1036552	Lot Type 6		$ 5,340.10	$ 475.14
1036553	Lot Type 6		$ 5,340.10	$ 475.14
1036554	Lot Type 6		$ 5,340.10	$ 475.14
1036555	Lot Type 6		$ 5,340.10	$ 475.14
1036556	Non-Benefited Property		$ -	$ -
1036557	Non-Benefited Property		$ -	$ -
1036558	Non-Benefited Property	[c]	$ -	$ -
1036559	Lot Type 6		$ 5,340.10	$ 475.14
1036560	Lot Type 6		$ 5,340.10	$ 475.14
1036561	Lot Type 6		$ 5,340.10	$ 475.14
1036562	Lot Type 6		$ 5,340.10	$ 475.14
1036563	Lot Type 6		$ 5,340.10	$ 475.14
1036564	Lot Type 6		$ 5,340.10	$ 475.14
1036565	Lot Type 6		$ 5,340.10	$ 475.14
1036566	Lot Type 6		$ 5,340.10	$ 475.14
1036567	Lot Type 6		$ 5,340.10	$ 475.14
1036568	Lot Type 6		$ 5,340.10	$ 475.14
1036569	Lot Type 6		$ 5,340.10	$ 475.14
1036570	Lot Type 6		$ 5,340.10	$ 475.14
1036571	Lot Type 8		$ 6,526.79	$ 580.72
1036572	Lot Type 8		$ 6,526.79	$ 580.72
1036573	Lot Type 8		$ 6,526.79	$ 580.72
1036574	Lot Type 8		$ 6,526.79	$ 580.72
1036575	Lot Type 8		$ 6,526.79	$ 580.72
1036576	Lot Type 8		$ 6,526.79	$ 580.72
1036577	Lot Type 8		$ 6,526.79	$ 580.72
1036578	Lot Type 8		$ 6,526.79	$ 580.72
1036579	Lot Type 8		$ 6,526.79	$ 580.72
1036580	Lot Type 8		$ 6,526.79	$ 580.72
1036581	Lot Type 8		$ 6,526.79	$ 580.72
1036582	Lot Type 8		$ 6,526.79	$ 580.72
1036583	Lot Type 8		$ 6,526.79	$ 580.72
1036584	Lot Type 8		$ 6,526.79	$ 580.72
1036585	Lot Type 8		$ 6,526.79	$ 580.72
1036586	Lot Type 8		$ 6,526.79	$ 580.72
1036587	Lot Type 8		$ 6,526.79	$ 580.72

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1036588	Lot Type 8		$ 6,526.79	$ 580.72
1036589	Lot Type 8		$ 6,526.79	$ 580.72
1036590	Lot Type 8		$ 6,526.79	$ 580.72
1036591	Lot Type 8		$ 6,526.79	$ 580.72
1036592	Lot Type 8		$ 6,526.79	$ 580.72
1036593	Lot Type 8		$ 6,526.79	$ 580.72
1036594	Lot Type 8		$ 6,526.79	$ 580.72
1036595	Lot Type 8		$ 6,526.79	$ 580.72
1036596	Lot Type 8		$ 6,526.79	$ 580.72
1036597	Lot Type 8		$ 6,526.79	$ 580.72
1036598	Lot Type 8		$ 6,526.79	$ 580.72
1036599	Lot Type 8		$ 6,526.79	$ 580.72
1036600	Lot Type 8		$ 6,526.79	$ 580.72
1036601	Lot Type 8		$ 6,526.79	$ 580.72
1036602	Lot Type 8		$ 6,526.79	$ 580.72
1036603	Lot Type 8		$ 6,526.79	$ 580.72
1036604	Lot Type 8		$ 6,526.79	$ 580.72
1036605	Lot Type 8		$ 6,526.79	$ 580.72
1036606	Lot Type 8		$ 6,526.79	$ 580.72
1036607	Lot Type 8		$ 6,526.79	$ 580.72
1036608	Lot Type 8		$ 6,526.79	$ 580.72
1036609	Lot Type 8		$ 6,526.79	$ 580.72
1036610	Lot Type 8		$ 6,526.79	$ 580.72
1036611	Lot Type 8		$ 6,526.79	$ 580.72
1036612	Lot Type 8		$ 6,526.79	$ 580.72
1036613	Lot Type 8		$ 6,526.79	$ 580.72
1036614	Lot Type 8		$ 6,526.79	$ 580.72
1036615	Lot Type 8		$ 6,526.79	$ 580.72
1036616	Lot Type 8		$ 6,526.79	$ 580.72
1036617	Lot Type 8		$ 6,526.79	$ 580.72
1036618	Lot Type 8		$ 6,526.79	$ 580.72
1036619	Lot Type 8		$ 6,526.79	$ 580.72
1036620	Lot Type 8		$ 6,526.79	$ 580.72
1036621	Lot Type 8		$ 6,526.79	$ 580.72
1036622	Lot Type 8		$ 6,526.79	$ 580.72
1036623	Lot Type 8		$ 6,526.79	$ 580.72
1036624	Lot Type 8		$ 6,526.79	$ 580.72
1036625	Lot Type 8		$ 6,526.79	$ 580.72
1036626	Lot Type 8		$ 6,526.79	$ 580.72
1036627	Lot Type 8		$ 6,526.79	$ 580.72

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1036628	Lot Type 8		$ 6,526.79	$ 580.72
1036629	Lot Type 8		$ 6,526.79	$ 580.72
1036630	Lot Type 8		$ 6,526.79	$ 580.72
1036631	Lot Type 8		$ 6,526.79	$ 580.72
1036632	Lot Type 8		$ 6,526.79	$ 580.72
1036633	Lot Type 8		$ 6,526.79	$ 580.72
1036634	Lot Type 8		$ 6,526.79	$ 580.72
1036635	Lot Type 8		$ 6,526.79	$ 580.72
1036636	Lot Type 8		$ 6,526.79	$ 580.72
1036637	Lot Type 8		$ 6,526.79	$ 580.72
1036638	Lot Type 8		$ 6,526.79	$ 580.72
1036639	Lot Type 8		$ 6,526.79	$ 580.72
1036640	Lot Type 8		$ 6,526.79	$ 580.72
1036641	Lot Type 8		$ 6,526.79	$ 580.72
1036642	Lot Type 8		$ 6,526.79	$ 580.72
1036643	Lot Type 8		$ 6,526.79	$ 580.72
1036644	Lot Type 8		$ 6,526.79	$ 580.72
1036645	Lot Type 8		$ 6,526.79	$ 580.72
1036646	Lot Type 8		$ 6,526.79	$ 580.72
1036647	Lot Type 8		$ 6,526.79	$ 580.72
1036648	Lot Type 8		$ 6,526.79	$ 580.72
1036649	Lot Type 8		$ 6,526.79	$ 580.72
1036650	Lot Type 7		$ 5,933.44	$ 527.93
1036651	Lot Type 7		$ 5,933.44	$ 527.93
1036652	Lot Type 7		$ 5,933.44	$ 527.93
1036653	Lot Type 7		$ 5,933.44	$ 527.93
1036654	Lot Type 7		$ 5,933.44	$ 527.93
1036655	Lot Type 7		$ 5,933.44	$ 527.93
1036656	Lot Type 7		$ 5,933.44	$ 527.93
1036657	Lot Type 7		$ 5,933.44	$ 527.93
1036658	Lot Type 8		$ 6,526.79	$ 580.72
1036659	Lot Type 8		$ 6,526.79	$ 580.72
1036660	Lot Type 8		$ 6,526.79	$ 580.72
1036661	Lot Type 8		$ 6,526.79	$ 580.72
1036662	Lot Type 8		$ 6,526.79	$ 580.72
1036663	Lot Type 8		$ 6,526.79	$ 580.72
1036664	Lot Type 8		$ 6,526.79	$ 580.72
1036665	Lot Type 8		$ 6,526.79	$ 580.72
1036666	Lot Type 8		$ 6,526.79	$ 580.72
1036667	Lot Type 8		$ 6,526.79	$ 580.72

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1036668	Lot Type 8		$ 6,526.79	$ 580.72
1036669	Lot Type 8		$ 6,526.79	$ 580.72
1036670	Lot Type 8		$ 6,526.79	$ 580.72
1036671	Lot Type 8		$ 6,526.79	$ 580.72
1036672	Lot Type 8		$ 6,526.79	$ 580.72
1036673	Lot Type 8		$ 6,526.79	$ 580.72
1036674	Lot Type 8		$ 6,526.79	$ 580.72
1036675	Lot Type 8		$ 6,526.79	$ 580.72
1036676	Lot Type 8		$ 6,526.79	$ 580.72
1036677	Lot Type 8		$ 6,526.79	$ 580.72
1036678	Lot Type 6		$ 5,340.10	$ 475.14
1036679	Lot Type 6		$ 5,340.10	$ 475.14
1036680	Lot Type 6		$ 5,340.10	$ 475.14
1036681	Lot Type 6		$ 5,340.10	$ 475.14
1036682	Non-Benefited Property		$ -	$ -
1036684	Lot Type 6		$ 5,340.10	$ 475.14
1036685	Lot Type 6		$ 5,340.10	$ 475.14
1036686	Lot Type 6		$ 5,340.10	$ 475.14
1036687	Lot Type 6		$ 5,340.10	$ 475.14
1036688	Lot Type 6		$ 5,340.10	$ 475.14
1036689	Lot Type 6		$ 5,340.10	$ 475.14
1036690	Lot Type 6		$ 5,340.10	$ 475.14
1036691	Lot Type 6		$ 5,340.10	$ 475.14
1036692	Lot Type 6		$ 5,340.10	$ 475.14
1036693	Lot Type 6		$ 5,340.10	$ 475.14
1036694	Lot Type 6		$ 5,340.10	$ 475.14
1036695	Lot Type 6		$ 5,340.10	$ 475.14
1036696	Lot Type 6		$ 5,340.10	$ 475.14
1036697	Lot Type 6		$ 5,340.10	$ 475.14
1036698	Lot Type 6		$ 5,340.10	$ 475.14
1036699	Lot Type 6		$ 5,340.10	$ 475.14
1036700	Lot Type 6		$ 5,340.10	$ 475.14
1036701	Lot Type 6		$ 5,340.10	$ 475.14
1036702	Lot Type 6		$ 5,340.10	$ 475.14
1036703	Lot Type 6		$ 5,340.10	$ 475.14
1036704	Lot Type 6		$ 5,340.10	$ 475.14
1036705	Lot Type 6		$ 5,340.10	$ 475.14
1036706	Lot Type 6		$ 5,340.10	$ 475.14
1036707	Lot Type 6		$ 5,340.10	$ 475.14
1036708	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1036709	Lot Type 6		$ 5,340.10	$ 475.14
1036710	Lot Type 6		$ 5,340.10	$ 475.14
1036711	Lot Type 6		$ 5,340.10	$ 475.14
1036712	Lot Type 6		$ 5,340.10	$ 475.14
1036713	Lot Type 6		$ 5,340.10	$ 475.14
1036714	Lot Type 6		$ 5,340.10	$ 475.14
1036715	Lot Type 6		$ 5,340.10	$ 475.14
1036716	Lot Type 6		$ 5,340.10	$ 475.14
1036717	Lot Type 6		$ 5,340.10	$ 475.14
1036718	Lot Type 6		$ 5,340.10	$ 475.14
1036719	Lot Type 6		$ 5,340.10	$ 475.14
1036720	Lot Type 6		$ 5,340.10	$ 475.14
1036721	Lot Type 6		$ 5,340.10	$ 475.14
1036722	Lot Type 6		$ 5,340.10	$ 475.14
1036723	Lot Type 6		$ 5,340.10	$ 475.14
1036724	Lot Type 6		$ 5,340.10	$ 475.14
1036725	Lot Type 6		$ 5,340.10	$ 475.14
1036726	Lot Type 6		$ 5,340.10	$ 475.14
1036727	Lot Type 6		$ 5,340.10	$ 475.14
1036728	Lot Type 6		$ 5,340.10	$ 475.14
1036729	Lot Type 6		$ 5,340.10	$ 475.14
1036730	Lot Type 6		$ 5,340.10	$ 475.14
1036731	Lot Type 6		$ 5,340.10	$ 475.14
1036732	Lot Type 6		$ 5,340.10	$ 475.14
1036733	Lot Type 6		$ 5,340.10	$ 475.14
1036734	Lot Type 6		$ 5,340.10	$ 475.14
1036735	Lot Type 6		$ 5,340.10	$ 475.14
1036736	Lot Type 6		$ 5,340.10	$ 475.14
1036737	Lot Type 6		$ 5,340.10	$ 475.14
1036738	Lot Type 6		$ 5,340.10	$ 475.14
1036739	Lot Type 6		$ 5,340.10	$ 475.14
1036740	Lot Type 6		$ 5,340.10	$ 475.14
1036741	Lot Type 6		$ 5,340.10	$ 475.14
1036742	Lot Type 6		$ 5,340.10	$ 475.14
1036743	Lot Type 6		$ 5,340.10	$ 475.14
1036744	Lot Type 6		$ 5,340.10	$ 475.14
1036745	Lot Type 6		$ 5,340.10	$ 475.14
1036746	Lot Type 6		$ 5,340.10	$ 475.14
1036747	Lot Type 6		$ 5,340.10	$ 475.14
1036748	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1036749	Lot Type 6		$ 5,340.10	$ 475.14
1036750	Lot Type 6		$ 5,340.10	$ 475.14
1036751	Lot Type 6		$ 5,340.10	$ 475.14
1036752	Lot Type 6		$ 5,340.10	$ 475.14
1036753	Lot Type 6		$ 5,340.10	$ 475.14
1036754	Lot Type 6		$ 5,340.10	$ 475.14
1036755	Lot Type 6		$ 5,340.10	$ 475.14
1036756	Lot Type 6		$ 5,340.10	$ 475.14
1036757	Lot Type 6		$ 5,340.10	$ 475.14
1036758	Lot Type 6		$ 5,340.10	$ 475.14
1036759	Lot Type 6		$ 5,340.10	$ 475.14
1036760	Lot Type 6		$ 5,340.10	$ 475.14
1036761	Lot Type 6		$ 5,340.10	$ 475.14
1036762	Lot Type 6		$ 5,340.10	$ 475.14
1036763	Lot Type 6		$ 5,340.10	$ 475.14
1036764	Lot Type 6		$ 5,340.10	$ 475.14
1036765	Lot Type 6		$ 5,340.10	$ 475.14
1036766	Lot Type 6		$ 5,340.10	$ 475.14
1036767	Lot Type 6		$ 5,340.10	$ 475.14
1036768	Lot Type 6		$ 5,340.10	$ 475.14
1036769	Lot Type 6		$ 5,340.10	$ 475.14
1036770	Lot Type 6		$ 5,340.10	$ 475.14
1036771	Lot Type 6		$ 5,340.10	$ 475.14
1036772	Lot Type 6		$ 5,340.10	$ 475.14
1036773	Lot Type 6		$ 5,340.10	$ 475.14
1036774	Lot Type 6		$ 5,340.10	$ 475.14
1036775	Lot Type 6		$ 5,340.10	$ 475.14
1036776	Lot Type 6		$ 5,340.10	$ 475.14
1036777	Lot Type 6		$ 5,340.10	$ 475.14
1036778	Lot Type 6		$ 5,340.10	$ 475.14
1036779	Lot Type 6		$ 5,340.10	$ 475.14
1036780	Lot Type 6		$ 5,340.10	$ 475.14
1036781	Lot Type 6		$ 5,340.10	$ 475.14
1036782	Lot Type 6		$ 5,340.10	$ 475.14
1036783	Lot Type 6		$ 5,340.10	$ 475.14
1036784	Lot Type 6		$ 5,340.10	$ 475.14
1036785	Lot Type 6		$ 5,340.10	$ 475.14
1036786	Lot Type 6		$ 5,340.10	$ 475.14
1036787	Lot Type 6		$ 5,340.10	$ 475.14
1036788	Lot Type 6		$ 5,340.10	$ 475.14

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1036789	Lot Type 6		$ 5,340.10	$ 475.14
1036790	Lot Type 6		$ 5,340.10	$ 475.14
1036791	Lot Type 6		$ 5,340.10	$ 475.14
1036792	Non-Benefited Property		$ -	$ -
1040736	Lot Type Commercial		$ 7,894.45	$ 702.41
1040737	Lot Type Commercial		$ 10,495.32	$ 933.82
1040738	Lot Type Commercial		$ 10,625.25	$ 945.38
1040739	Lot Type Commercial		$ 17,336.88	$ 1,542.55
1048704	Lot Type 9		$ 5,417.93	$ 482.06
1048705	Lot Type 9		$ 5,417.93	$ 482.06
1048706	Lot Type 9		$ 5,417.93	$ 482.06
1048707	Lot Type 9		$ 5,417.93	$ 482.06
1048708	Lot Type 9		$ 5,417.93	$ 482.06
1048709	Lot Type 9		$ 5,417.93	$ 482.06
1048710	Lot Type 9		$ 5,417.93	$ 482.06
1048711	Lot Type 9		$ 5,417.93	$ 482.06
1048712	Lot Type 9		$ 5,417.93	$ 482.06
1048713	Lot Type 9		$ 5,417.93	$ 482.06
1048714	Lot Type 9		$ 5,417.93	$ 482.06
1048715	Lot Type 9		$ 5,417.93	$ 482.06
1048716	Lot Type 9		$ 5,417.93	$ 482.06
1048717	Lot Type 9		$ 5,417.93	$ 482.06
1048718	Lot Type 9		$ 5,417.93	$ 482.06
1048847	Lot Type 9		$ 5,417.93	$ 482.06
1048848	Lot Type 9		$ 5,417.93	$ 482.06
1048849	Lot Type 9		$ 5,417.93	$ 482.06
1048850	Lot Type 9		$ 5,417.93	$ 482.06
1048851	Lot Type 9		$ 5,417.93	$ 482.06
1048852	Lot Type 9		$ 5,417.93	$ 482.06
1048853	Lot Type 9		$ 5,417.93	$ 482.06
1048854	Lot Type 9		$ 5,417.93	$ 482.06
1048855	Lot Type 9		$ 5,417.93	$ 482.06
1048856	Lot Type 9		$ 5,417.93	$ 482.06
1048857	Lot Type 9		$ 5,417.93	$ 482.06
1048858	Lot Type 9		$ 5,417.93	$ 482.06
1048859	Lot Type 9		$ 5,417.93	$ 482.06
1048860	Lot Type 9		$ 5,417.93	$ 482.06
1048872	Lot Type 9		$ 5,417.93	$ 482.06
1048873	Lot Type 9		$ 5,417.93	$ 482.06
1048874	Lot Type 9		$ 5,417.93	$ 482.06

			Major Improvement Area Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b],[d]	Annual Installment Due 1/31/2026[d]
1048875	Lot Type 9		$ 5,417.93	$ 482.06
1048876	Lot Type 9		$ 5,417.93	$ 482.06
1048877	Lot Type 9		$ 5,417.93	$ 482.06
1048878	Lot Type 9		$ 5,417.93	$ 482.06
1048879	Lot Type 9		$ 5,417.93	$ 482.06
1048880	Lot Type 9		$ 5,417.93	$ 482.06
1048881	Lot Type 9		$ 5,417.93	$ 482.06
1048882	Lot Type 9		$ 5,417.93	$ 482.06
1048883	Lot Type 9		$ 5,417.93	$ 482.06
1048884	Lot Type 9		$ 5,417.93	$ 482.06
1048885	Lot Type 9		$ 5,417.93	$ 482.06
1048886	Lot Type 9		$ 5,417.93	$ 482.06
1048887	Lot Type 9		$ 5,417.93	$ 482.06
1048892	Lot Type 9		$ 5,417.93	$ 482.06
1048893	Lot Type 9		$ 5,417.93	$ 482.06
1048894	Lot Type 9		$ 5,417.93	$ 482.06
1048895	Non-Benefited Property		$ -	$ -
1061486	Lot Type 10	[f]	$ 314,388.61	$ 27,972.79
Total			**$ 6,132,430.81**	**$ 545,635.55**

Notes:

[a] Totals may not match the total outstanding Major Improvement Area Assessments or Major Improvement Area Annual Installment due to (1) rounding, or (2) Prepayments received that have not redeemed Major Improvement Area Bonds.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Property ID has prepaid Assessment in full.

[d] The entire Major Improvement Area Remainder Parcel is contained within Property IDs 68268, 68277, 147863, 68270, 68287, 68871, 68872, and 147864. For billing purposes, the Major Improvement Area Annual Installment due 1/31/2026 allocable to the Major Improvement Area Remainder Parcel shall be allocated pro rata based on acreage. Future allocation of the Major Improvement Area Assessment will be done in accordance with Section VI of this 2025 A&R Service and Assessment Plan.

[e] The entire Improvement Area #3 Remainder Parcel is contained within Property IDs 68268, 68277, and 147863. For billing purposes, the Major Improvement Area Annual Installment due 1/31/2026 allocable to the Improvement Area #3 Remainder Parcel shall be allocated pro rata based on acreage. Future allocation of the Major Improvement Area Assessment will be done in accordance with **Section VI** of this 2025 A&R Service and Assessment Plan.

[f] Improvement Area #4 is comprised of Property IDs 1012732 and 1061486 located within the boundary of the District. For billing purposes, the Major Improvement Area Annual Installment due 1/31/2026 allocable to the Improvement Area #4 shall be allocated pro rata based on acreage. Future allocation of the Major Improvement Area Assessment to Lot Type 10 will be done in accordance with **Section VI** of this 2025 A&R Service and Assessment Plan.

EXHIBIT F-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 150,000.00	$ 335,206.26	$ 30,950.00	$ 34,278.52	$ 550,434.78
2027	$ 160,000.00	$ 327,706.26	$ 30,200.00	$ 25,030.22	$ 542,936.48
2028	$ 170,000.00	$ 319,706.26	$ 29,400.00	$ 25,530.82	$ 544,637.08
2029	$ 175,000.00	$ 311,206.26	$ 28,550.00	$ 26,041.44	$ 540,797.70
2030	$ 185,000.00	$ 301,800.00	$ 27,675.00	$ 26,562.27	$ 541,037.27
2031	$ 200,000.00	$ 291,856.26	$ 26,750.00	$ 27,093.52	$ 545,699.78
2032	$ 210,000.00	$ 281,106.24	$ 25,750.00	$ 27,635.39	$ 544,491.63
2033	$ 220,000.00	$ 269,818.76	$ 24,700.00	$ 28,188.10	$ 542,706.86
2034	$ 235,000.00	$ 257,993.74	$ 23,600.00	$ 28,751.86	$ 545,345.60
2035	$ 240,000.00	$ 245,362.50	$ 22,425.00	$ 29,326.90	$ 537,114.40
2036	$ 255,000.00	$ 232,462.50	$ 21,225.00	$ 29,913.44	$ 538,600.94
2037	$ 270,000.00	$ 218,756.26	$ 19,950.00	$ 30,511.71	$ 539,217.97
2038	$ 285,000.00	$ 204,243.76	$ 18,600.00	$ 31,121.94	$ 538,965.70
2039	$ 300,000.00	$ 188,925.00	$ 17,175.00	$ 31,744.38	$ 537,844.38
2040	$ 320,000.00	$ 172,425.00	$ 15,675.00	$ 32,379.27	$ 540,479.27
2041	$ 340,000.00	$ 154,825.00	$ 14,075.00	$ 33,026.86	$ 541,926.86
2042	$ 360,000.00	$ 136,125.00	$ 12,375.00	$ 33,687.40	$ 542,187.40
2043	$ 380,000.00	$ 116,325.00	$ 10,575.00	$ 34,361.15	$ 541,261.15
2044	$ 400,000.00	$ 95,425.00	$ 8,675.00	$ 35,048.37	$ 539,148.37
2045	$ 420,000.00	$ 73,425.00	$ 6,675.00	$ 35,749.34	$ 535,849.34
2046	$ 445,000.00	$ 50,325.00	$ 4,575.00	$ 36,464.33	$ 536,364.33
2047	$ 470,000.00	$ 25,850.00	$ 2,350.00	$ 37,193.62	$ 535,393.62
Total	**$ 6,190,000.00**	**$ 4,610,875.06**	**$ 421,925.00**	**$ 679,640.85**	**$ 11,902,440.91**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
732162	Lot Type 1		$ 17,226.51	$ 1,484.49
732163	Lot Type 1		$ 17,226.51	$ 1,484.49
732164	Lot Type 1		$ 17,226.51	$ 1,484.49
732165	Lot Type 1		$ 17,226.51	$ 1,484.49
732166	Lot Type 1		$ 17,226.51	$ 1,484.49
732167	Lot Type 1		$ 17,226.51	$ 1,484.49
732168	Lot Type 1		$ 17,226.51	$ 1,484.49
732169	Lot Type 1		$ 17,226.51	$ 1,484.49
732170	Lot Type 1		$ 17,226.51	$ 1,484.49
732171	Lot Type 1		$ 17,226.51	$ 1,484.49
732172	Lot Type 1		$ 17,226.51	$ 1,484.49
732173	Lot Type 1		$ 17,226.51	$ 1,484.49
732174	Lot Type 1		$ 17,226.51	$ 1,484.49
732175	Lot Type 1		$ 17,226.51	$ 1,484.49
732176	Lot Type 1		$ 17,226.51	$ 1,484.49
732216	Lot Type 1		$ 17,226.51	$ 1,484.49
732217	Lot Type 1		$ 17,226.51	$ 1,484.49
732218	Lot Type 1		$ 17,226.51	$ 1,484.49
732219	Lot Type 1		$ 17,226.51	$ 1,484.49
732220	Lot Type 1		$ 17,226.51	$ 1,484.49
732221	Lot Type 1		$ 17,226.51	$ 1,484.49
732222	Lot Type 1		$ 17,226.51	$ 1,484.49
732209	Lot Type 1		$ 17,226.51	$ 1,484.49
732210	Lot Type 1		$ 17,226.51	$ 1,484.49
732211	Lot Type 1		$ 17,226.51	$ 1,484.49
732212	Lot Type 1		$ 17,226.51	$ 1,484.49
732213	Lot Type 1		$ 17,226.51	$ 1,484.49
732214	Lot Type 1		$ 17,226.51	$ 1,484.49
732215	Lot Type 1		$ 17,226.51	$ 1,484.49
732105	Lot Type 1		$ 17,226.51	$ 1,484.49
732106	Lot Type 1		$ 17,226.51	$ 1,484.49
732107	Lot Type 1		$ 17,226.51	$ 1,484.49
732108	Lot Type 1		$ 17,226.51	$ 1,484.49
732109	Lot Type 1		$ 17,226.51	$ 1,484.49
732110	Lot Type 1		$ 17,226.51	$ 1,484.49
732111	Lot Type 1		$ 17,226.51	$ 1,484.49
732112	Lot Type 1		$ 17,226.51	$ 1,484.49
732113	Lot Type 1		$ 17,226.51	$ 1,484.49
732114	Lot Type 1		$ 17,226.51	$ 1,484.49
732115	Lot Type 1		$ 17,226.51	$ 1,484.49

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
732116	Lot Type 1		$ 17,226.51	$ 1,484.49
732117	Lot Type 1		$ 17,226.51	$ 1,484.49
732118	Lot Type 1		$ 17,226.51	$ 1,484.49
732119	Lot Type 1		$ 17,226.51	$ 1,484.49
732120	Lot Type 1		$ 17,226.51	$ 1,484.49
732121	Lot Type 1		$ 17,226.51	$ 1,484.49
732122	Lot Type 1		$ 17,226.51	$ 1,484.49
732123	Lot Type 1	[c]	$ -	$ -
732124	Lot Type 1		$ 17,226.51	$ 1,484.49
732126	Lot Type 1		$ 17,226.51	$ 1,484.49
732127	Lot Type 1		$ 17,226.51	$ 1,484.49
732128	Lot Type 1		$ 17,226.51	$ 1,484.49
732129	Lot Type 1		$ 17,226.51	$ 1,484.49
732130	Lot Type 1		$ 17,226.51	$ 1,484.49
732131	Lot Type 1		$ 17,226.51	$ 1,484.49
732132	Lot Type 1		$ 17,226.51	$ 1,484.49
732133	Lot Type 1		$ 17,226.51	$ 1,484.49
732134	Lot Type 1		$ 17,226.51	$ 1,484.49
732135	Lot Type 1		$ 17,226.51	$ 1,484.49
732136	Lot Type 1		$ 17,226.51	$ 1,484.49
732137	Lot Type 1		$ 17,226.51	$ 1,484.49
732138	Lot Type 1		$ 17,226.51	$ 1,484.49
732139	Lot Type 1		$ 17,226.51	$ 1,484.49
732140	Lot Type 1		$ 17,226.51	$ 1,484.49
732141	Lot Type 1		$ 17,226.51	$ 1,484.49
732142	Lot Type 1		$ 17,226.51	$ 1,484.49
732143	Lot Type 1		$ 17,226.51	$ 1,484.49
754949	Non-Benefited Property		$ -	$ -
754950	Lot Type 1		$ 17,226.51	$ 1,484.49
754951	Lot Type 1		$ 17,226.51	$ 1,484.49
732200	Non-Benefited Property		$ -	$ -
732228	Non-Benefited Property		$ -	$ -
732223	Lot Type 1		$ 17,226.51	$ 1,484.49
732224	Lot Type 1		$ 17,226.51	$ 1,484.49
732225	Lot Type 1		$ 17,226.51	$ 1,484.49
732226	Lot Type 1		$ 17,226.51	$ 1,484.49
732227	Lot Type 1		$ 17,226.51	$ 1,484.49
732177	Lot Type 1		$ 17,226.51	$ 1,484.49
732178	Lot Type 1		$ 17,226.51	$ 1,484.49
732179	Lot Type 1		$ 17,226.51	$ 1,484.49

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
732180	Lot Type 1		$ 17,226.51	$ 1,484.49
732181	Lot Type 1		$ 17,226.51	$ 1,484.49
732182	Lot Type 1		$ 17,226.51	$ 1,484.49
732183	Lot Type 1		$ 17,226.51	$ 1,484.49
732184	Lot Type 1		$ 17,226.51	$ 1,484.49
732185	Lot Type 1		$ 17,226.51	$ 1,484.49
732186	Lot Type 1		$ 17,226.51	$ 1,484.49
732187	Lot Type 1		$ 17,226.51	$ 1,484.49
732188	Lot Type 1		$ 17,226.51	$ 1,484.49
732189	Lot Type 1		$ 17,226.51	$ 1,484.49
732190	Lot Type 1		$ 17,226.51	$ 1,484.49
732191	Lot Type 1		$ 17,226.51	$ 1,484.49
732192	Lot Type 1		$ 17,226.51	$ 1,484.49
732193	Lot Type 1		$ 17,226.51	$ 1,484.49
732194	Lot Type 1		$ 17,226.51	$ 1,484.49
732195	Lot Type 1		$ 17,226.51	$ 1,484.49
732196	Lot Type 1		$ 17,226.51	$ 1,484.49
732197	Lot Type 1		$ 17,226.51	$ 1,484.49
732198	Lot Type 1		$ 17,226.51	$ 1,484.49
732199	Lot Type 1		$ 17,226.51	$ 1,484.49
732144	Lot Type 1		$ 17,226.51	$ 1,484.49
732145	Lot Type 1		$ 17,226.51	$ 1,484.49
732146	Lot Type 1		$ 17,226.51	$ 1,484.49
732147	Lot Type 1		$ 17,226.51	$ 1,484.49
732148	Lot Type 1		$ 17,226.51	$ 1,484.49
732149	Lot Type 1		$ 17,226.51	$ 1,484.49
732150	Lot Type 1		$ 17,226.51	$ 1,484.49
732151	Lot Type 1		$ 17,226.51	$ 1,484.49
732152	Lot Type 1		$ 17,226.51	$ 1,484.49
732153	Lot Type 1		$ 17,226.51	$ 1,484.49
732154	Lot Type 1		$ 17,226.51	$ 1,484.49
732155	Lot Type 1		$ 17,226.51	$ 1,484.49
732156	Lot Type 1		$ 17,226.51	$ 1,484.49
732157	Lot Type 1		$ 17,226.51	$ 1,484.49
732158	Lot Type 1		$ 17,226.51	$ 1,484.49
732159	Lot Type 1		$ 17,226.51	$ 1,484.49
732160	Lot Type 1		$ 17,226.51	$ 1,484.49
732161	Lot Type 1		$ 17,226.51	$ 1,484.49
732201	Lot Type 1		$ 17,226.51	$ 1,484.49
732202	Lot Type 1		$ 17,226.51	$ 1,484.49

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
732203	Lot Type 1		$ 17,226.51	$ 1,484.49
732204	Lot Type 1		$ 17,226.51	$ 1,484.49
732205	Lot Type 1		$ 17,226.51	$ 1,484.49
732206	Lot Type 1		$ 17,226.51	$ 1,484.49
732207	Lot Type 1		$ 17,226.51	$ 1,484.49
732208	Lot Type 1		$ 17,226.51	$ 1,484.49
732229	Non-Benefited Property		$ -	$ -
732665	Lot Type 1		$ 17,226.51	$ 1,484.49
732666	Lot Type 1		$ 17,226.51	$ 1,484.49
732667	Lot Type 1		$ 17,226.51	$ 1,484.49
732668	Lot Type 1		$ 17,226.51	$ 1,484.49
732669	Lot Type 1		$ 17,226.51	$ 1,484.49
732670	Lot Type 1		$ 17,226.51	$ 1,484.49
732671	Lot Type 1		$ 17,226.51	$ 1,484.49
732658	Lot Type 1		$ 17,226.51	$ 1,484.49
732659	Lot Type 1		$ 17,226.51	$ 1,484.49
732660	Lot Type 1		$ 17,226.51	$ 1,484.49
732661	Lot Type 1		$ 17,226.51	$ 1,484.49
732662	Lot Type 1		$ 17,226.51	$ 1,484.49
732663	Lot Type 1		$ 17,226.51	$ 1,484.49
732654	Lot Type 1		$ 17,226.51	$ 1,484.49
732655	Lot Type 1		$ 17,226.51	$ 1,484.49
732656	Lot Type 1		$ 17,226.51	$ 1,484.49
732657	Lot Type 1		$ 17,226.51	$ 1,484.49
732610	Lot Type 1		$ 17,226.51	$ 1,484.49
732611	Lot Type 1		$ 17,226.51	$ 1,484.49
732612	Lot Type 1		$ 17,226.51	$ 1,484.49
732613	Lot Type 1		$ 17,226.51	$ 1,484.49
732614	Lot Type 1		$ 17,226.51	$ 1,484.49
732615	Lot Type 1		$ 17,226.51	$ 1,484.49
732616	Lot Type 1		$ 17,226.51	$ 1,484.49
732617	Lot Type 1		$ 17,226.51	$ 1,484.49
732618	Lot Type 1		$ 17,226.51	$ 1,484.49
754942	Lot Type 1		$ 17,226.51	$ 1,484.49
754943	Lot Type 1		$ 17,226.51	$ 1,484.49
754944	Lot Type 1		$ 17,226.51	$ 1,484.49
754945	Lot Type 1		$ 17,226.51	$ 1,484.49
754946	Lot Type 1		$ 17,226.51	$ 1,484.49
754947	Lot Type 1		$ 17,226.51	$ 1,484.49
754948	Lot Type 1		$ 17,226.51	$ 1,484.49

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
732642	Lot Type 1		$ 17,226.51	$ 1,484.49
732643	Lot Type 1		$ 17,226.51	$ 1,484.49
732644	Lot Type 1		$ 17,226.51	$ 1,484.49
732645	Lot Type 1		$ 17,226.51	$ 1,484.49
732646	Lot Type 1		$ 17,226.51	$ 1,484.49
732647	Lot Type 1		$ 17,226.51	$ 1,484.49
732648	Lot Type 1		$ 17,226.51	$ 1,484.49
732649	Lot Type 1		$ 17,226.51	$ 1,484.49
732650	Lot Type 1		$ 17,226.51	$ 1,484.49
732651	Lot Type 1		$ 17,226.51	$ 1,484.49
732652	Lot Type 1		$ 17,226.51	$ 1,484.49
732653	Lot Type 1		$ 17,226.51	$ 1,484.49
732638	Lot Type 1		$ 17,226.51	$ 1,484.49
732639	Lot Type 1		$ 17,226.51	$ 1,484.49
732640	Lot Type 1		$ 17,226.51	$ 1,484.49
732641	Lot Type 1		$ 17,226.51	$ 1,484.49
732620	Lot Type 1		$ 17,226.51	$ 1,484.49
732621	Lot Type 1		$ 17,226.51	$ 1,484.49
732622	Lot Type 1		$ 17,226.51	$ 1,484.49
732623	Lot Type 1		$ 17,226.51	$ 1,484.49
732624	Lot Type 1		$ 17,226.51	$ 1,484.49
732625	Lot Type 1		$ 17,226.51	$ 1,484.49
732626	Lot Type 1		$ 17,226.51	$ 1,484.49
732627	Lot Type 1		$ 17,226.51	$ 1,484.49
732628	Lot Type 1		$ 17,226.51	$ 1,484.49
732629	Lot Type 1		$ 17,226.51	$ 1,484.49
732630	Lot Type 1		$ 17,226.51	$ 1,484.49
732631	Lot Type 1		$ 17,226.51	$ 1,484.49
732632	Lot Type 1		$ 17,226.51	$ 1,484.49
732633	Lot Type 1		$ 17,226.51	$ 1,484.49
732634	Lot Type 1		$ 17,226.51	$ 1,484.49
732635	Lot Type 1		$ 17,226.51	$ 1,484.49
732636	Lot Type 1		$ 17,226.51	$ 1,484.49
732637	Lot Type 1		$ 17,226.51	$ 1,484.49
732590	Lot Type 1		$ 17,226.51	$ 1,484.49
732591	Lot Type 1		$ 17,226.51	$ 1,484.49
732592	Lot Type 1		$ 17,226.51	$ 1,484.49
732593	Lot Type 1		$ 17,226.51	$ 1,484.49
732594	Lot Type 1		$ 17,226.51	$ 1,484.49
732595	Lot Type 1		$ 17,226.51	$ 1,484.49

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
732596	Lot Type 1		$ 17,226.51	$ 1,484.49
732597	Lot Type 1		$ 17,226.51	$ 1,484.49
732598	Lot Type 1		$ 17,226.51	$ 1,484.49
732599	Lot Type 1		$ 17,226.51	$ 1,484.49
732600	Lot Type 1		$ 17,226.51	$ 1,484.49
732601	Lot Type 1		$ 17,226.51	$ 1,484.49
732602	Lot Type 1		$ 17,226.51	$ 1,484.49
732603	Lot Type 1		$ 17,226.51	$ 1,484.49
732604	Lot Type 1		$ 17,226.51	$ 1,484.49
732605	Lot Type 1		$ 17,226.51	$ 1,484.49
732606	Lot Type 1		$ 17,226.51	$ 1,484.49
732607	Lot Type 1		$ 17,226.51	$ 1,484.49
732608	Lot Type 1		$ 17,226.51	$ 1,484.49
732609	Lot Type 1		$ 17,226.51	$ 1,484.49
732672	Lot Type 1		$ 17,226.51	$ 1,484.49
732673	Lot Type 1		$ 17,226.51	$ 1,484.49
732674	Lot Type 1		$ 17,226.51	$ 1,484.49
732675	Lot Type 1		$ 17,226.51	$ 1,484.49
732676	Lot Type 1		$ 17,226.51	$ 1,484.49
732677	Lot Type 1		$ 17,226.51	$ 1,484.49
732678	Lot Type 1		$ 17,226.51	$ 1,484.49
732679	Lot Type 1		$ 17,226.51	$ 1,484.49
957023	Lot Type 1		$ 17,226.51	$ 1,484.49
957024	Lot Type 1		$ 17,226.51	$ 1,484.49
957025	Lot Type 1		$ 17,226.51	$ 1,484.49
957026	Lot Type 1		$ 17,226.51	$ 1,484.49
957027	Lot Type 1		$ 17,226.51	$ 1,484.49
957028	Lot Type 1		$ 17,226.51	$ 1,484.49
957029	Lot Type 1		$ 17,226.51	$ 1,484.49
957030	Lot Type 1		$ 17,226.51	$ 1,484.49
957031	Lot Type 1		$ 17,226.51	$ 1,484.49
957032	Lot Type 1		$ 17,226.51	$ 1,484.49
957033	Lot Type 1		$ 17,226.51	$ 1,484.49
957034	Lot Type 1		$ 17,226.51	$ 1,484.49
957035	Lot Type 1		$ 17,226.51	$ 1,484.49
957036	Lot Type 1		$ 17,226.51	$ 1,484.49
957037	Lot Type 1		$ 17,226.51	$ 1,484.49
957038	Lot Type 1		$ 17,226.51	$ 1,484.49
957039	Lot Type 1		$ 17,226.51	$ 1,484.49
957040	Lot Type 1		$ 17,226.51	$ 1,484.49

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
957041	Lot Type 1		$ 17,226.51	$ 1,484.49
957042	Lot Type 1		$ 17,226.51	$ 1,484.49
957132	Lot Type 1		$ 17,226.51	$ 1,484.49
957133	Lot Type 1		$ 17,226.51	$ 1,484.49
957134	Lot Type 1		$ 17,226.51	$ 1,484.49
957135	Lot Type 1		$ 17,226.51	$ 1,484.49
957136	Lot Type 1		$ 17,226.51	$ 1,484.49
957137	Lot Type 1		$ 17,226.51	$ 1,484.49
957138	Lot Type 1		$ 17,226.51	$ 1,484.49
957139	Lot Type 1		$ 17,226.51	$ 1,484.49
957140	Lot Type 1		$ 17,226.51	$ 1,484.49
957176	Lot Type 1		$ 17,226.51	$ 1,484.49
957177	Lot Type 1		$ 17,226.51	$ 1,484.49
957178	Lot Type 1		$ 17,226.51	$ 1,484.49
957179	Lot Type 1		$ 17,226.51	$ 1,484.49
957180	Lot Type 1		$ 17,226.51	$ 1,484.49
957181	Lot Type 1		$ 17,226.51	$ 1,484.49
957182	Lot Type 1		$ 17,226.51	$ 1,484.49
957183	Lot Type 1		$ 17,226.51	$ 1,484.49
957184	Lot Type 1		$ 17,226.51	$ 1,484.49
957185	Lot Type 1		$ 17,226.51	$ 1,484.49
957186	Lot Type 1		$ 17,226.51	$ 1,484.49
957187	Lot Type 1		$ 17,226.51	$ 1,484.49
957188	Lot Type 1		$ 17,226.51	$ 1,484.49
957189	Lot Type 1		$ 17,226.51	$ 1,484.49
957190	Lot Type 1		$ 17,226.51	$ 1,484.49
957191	Lot Type 1		$ 17,226.51	$ 1,484.49
957192	Lot Type 1		$ 17,226.51	$ 1,484.49
957193	Lot Type 1		$ 17,226.51	$ 1,484.49
957194	Lot Type 1		$ 17,226.51	$ 1,484.49
957195	Lot Type 1		$ 17,226.51	$ 1,484.49
957196	Lot Type 1		$ 17,226.51	$ 1,484.49
957197	Lot Type 1		$ 17,226.51	$ 1,484.49
957198	Lot Type 1	[e]	$ 17,226.51	$ 742.25
1002606	Lot Type 1	[e]	$ 17,226.51	$ 742.25
957113	Lot Type 1		$ 17,226.51	$ 1,484.49
957114	Lot Type 1		$ 17,226.51	$ 1,484.49
957115	Lot Type 1		$ 17,226.51	$ 1,484.49
957116	Lot Type 1		$ 17,226.51	$ 1,484.49
957117	Lot Type 1		$ 17,226.51	$ 1,484.49

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
957118	Lot Type 1		$ 17,226.51	$ 1,484.49
957119	Lot Type 1		$ 17,226.51	$ 1,484.49
957120	Lot Type 1		$ 17,226.51	$ 1,484.49
957121	Lot Type 1		$ 17,226.51	$ 1,484.49
957122	Lot Type 1		$ 17,226.51	$ 1,484.49
957123	Lot Type 1		$ 17,226.51	$ 1,484.49
957124	Lot Type 1		$ 17,226.51	$ 1,484.49
957125	Lot Type 1		$ 17,226.51	$ 1,484.49
957126	Lot Type 1		$ 17,226.51	$ 1,484.49
957127	Lot Type 1		$ 17,226.51	$ 1,484.49
957128	Lot Type 1	[d]	$ 17,226.51	$ 742.25
976404	Lot Type 1	[d]	$ 17,226.51	$ 742.25
957129	Lot Type 1		$ 17,226.51	$ 1,484.49
957130	Lot Type 1		$ 17,226.51	$ 1,484.49
957163	Lot Type 2		$ 20,097.60	$ 1,731.91
957164	Lot Type 2		$ 20,097.60	$ 1,731.91
957165	Lot Type 2		$ 20,097.60	$ 1,731.91
957166	Lot Type 2		$ 20,097.60	$ 1,731.91
957167	Lot Type 2		$ 20,097.60	$ 1,731.91
957168	Lot Type 2		$ 20,097.60	$ 1,731.91
957160	Lot Type 2		$ 20,097.60	$ 1,731.91
957161	Lot Type 2		$ 20,097.60	$ 1,731.91
957162	Lot Type 2		$ 20,097.60	$ 1,731.91
957169	Lot Type 1		$ 17,226.51	$ 1,484.49
957170	Lot Type 1		$ 17,226.51	$ 1,484.49
957171	Lot Type 1		$ 17,226.51	$ 1,484.49
957172	Lot Type 1		$ 17,226.51	$ 1,484.49
957173	Lot Type 1		$ 17,226.51	$ 1,484.49
957174	Lot Type 1		$ 17,226.51	$ 1,484.49
957141	Lot Type 2		$ 20,097.60	$ 1,731.91
957142	Lot Type 2		$ 20,097.60	$ 1,731.91
957143	Lot Type 2		$ 20,097.60	$ 1,731.91
957144	Lot Type 2		$ 20,097.60	$ 1,731.91
957145	Lot Type 2		$ 20,097.60	$ 1,731.91
957146	Lot Type 2		$ 20,097.60	$ 1,731.91
957147	Lot Type 2		$ 20,097.60	$ 1,731.91
957148	Lot Type 2		$ 20,097.60	$ 1,731.91
957149	Lot Type 2		$ 20,097.60	$ 1,731.91
957150	Lot Type 2		$ 20,097.60	$ 1,731.91
957151	Lot Type 2		$ 20,097.60	$ 1,731.91

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
957152	Lot Type 2		$ 20,097.60	$ 1,731.91
957153	Lot Type 2		$ 20,097.60	$ 1,731.91
957154	Lot Type 2		$ 20,097.60	$ 1,731.91
957155	Lot Type 2		$ 20,097.60	$ 1,731.91
957156	Lot Type 2		$ 20,097.60	$ 1,731.91
957157	Lot Type 2		$ 20,097.60	$ 1,731.91
957158	Lot Type 2		$ 20,097.60	$ 1,731.91
957159	Non-Benefited Property		$ -	$ -
957043	Lot Type 2		$ 20,097.60	$ 1,731.91
957044	Lot Type 2		$ 20,097.60	$ 1,731.91
957045	Lot Type 2		$ 20,097.60	$ 1,731.91
957046	Lot Type 2		$ 20,097.60	$ 1,731.91
957047	Lot Type 2		$ 20,097.60	$ 1,731.91
957048	Lot Type 2		$ 20,097.60	$ 1,731.91
957049	Lot Type 2		$ 20,097.60	$ 1,731.91
957050	Lot Type 2		$ 20,097.60	$ 1,731.91
957051	Lot Type 2		$ 20,097.60	$ 1,731.91
957052	Lot Type 2		$ 20,097.60	$ 1,731.91
957053	Lot Type 2	[f]	$ 20,097.60	$ 865.95
1036406	Lot Type 2	[f]	$ 20,097.60	$ 865.95
957054	Lot Type 2		$ 20,097.60	$ 1,731.91
957055	Lot Type 2		$ 20,097.60	$ 1,731.91
957056	Lot Type 2		$ 20,097.60	$ 1,731.91
957057	Lot Type 2		$ 20,097.60	$ 1,731.91
957058	Lot Type 2		$ 20,097.60	$ 1,731.91
957059	Lot Type 2		$ 20,097.60	$ 1,731.91
957060	Lot Type 2		$ 20,097.60	$ 1,731.91
957061	Lot Type 2		$ 20,097.60	$ 1,731.91
957062	Lot Type 2		$ 20,097.60	$ 1,731.91
957063	Lot Type 2		$ 20,097.60	$ 1,731.91
957064	Lot Type 2		$ 20,097.60	$ 1,731.91
957065	Lot Type 2		$ 20,097.60	$ 1,731.91
957066	Lot Type 2		$ 20,097.60	$ 1,731.91
957067	Lot Type 2		$ 20,097.60	$ 1,731.91
957068	Lot Type 2		$ 20,097.60	$ 1,731.91
957069	Lot Type 2		$ 20,097.60	$ 1,731.91
957070	Lot Type 2		$ 20,097.60	$ 1,731.91
957071	Lot Type 2		$ 20,097.60	$ 1,731.91
957072	Lot Type 2		$ 20,097.60	$ 1,731.91
957073	Lot Type 2		$ 20,097.60	$ 1,731.91

			Improvement Area #1 Assessment Roll[a]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2025
957074	Lot Type 2		$ 20,097.60	$ 1,731.91
957075	Lot Type 2		$ 20,097.60	$ 1,731.91
957076	Lot Type 2		$ 20,097.60	$ 1,731.91
957077	Lot Type 2		$ 20,097.60	$ 1,731.91
957078	Lot Type 2		$ 20,097.60	$ 1,731.91
957079	Lot Type 2		$ 20,097.60	$ 1,731.91
957080	Lot Type 2		$ 20,097.60	$ 1,731.91
957081	Lot Type 2		$ 20,097.60	$ 1,731.91
957082	Lot Type 2		$ 20,097.60	$ 1,731.91
957083	Lot Type 2		$ 20,097.60	$ 1,731.91
957084	Lot Type 2		$ 20,097.60	$ 1,731.91
957086	Lot Type 3		$ 22,968.69	$ 1,979.32
957087	Lot Type 3		$ 22,968.69	$ 1,979.32
957088	Lot Type 3		$ 22,968.69	$ 1,979.32
957089	Lot Type 3		$ 22,968.69	$ 1,979.32
957090	Lot Type 3		$ 22,968.69	$ 1,979.32
957091	Lot Type 3		$ 22,968.69	$ 1,979.32
957092	Lot Type 3		$ 22,968.69	$ 1,979.32
957093	Lot Type 3		$ 22,968.69	$ 1,979.32
957094	Lot Type 3		$ 22,968.69	$ 1,979.32
957095	Lot Type 3		$ 22,968.69	$ 1,979.32
957096	Lot Type 3		$ 22,968.69	$ 1,979.32
957097	Lot Type 3		$ 22,968.69	$ 1,979.32
957098	Lot Type 3		$ 22,968.69	$ 1,979.32
957099	Lot Type 3		$ 22,968.69	$ 1,979.32
957100	Lot Type 3		$ 22,968.69	$ 1,979.32
957101	Lot Type 3		$ 22,968.69	$ 1,979.32
957102	Lot Type 3		$ 22,968.69	$ 1,979.32
957103	Lot Type 3		$ 22,968.69	$ 1,979.32
957104	Lot Type 3		$ 22,968.69	$ 1,979.32
957105	Lot Type 3		$ 22,968.69	$ 1,979.32
957106	Lot Type 3		$ 22,968.69	$ 1,979.32
957107	Lot Type 3		$ 22,968.69	$ 1,979.32
957108	Lot Type 3		$ 22,968.69	$ 1,979.32
957109	Lot Type 3		$ 22,968.69	$ 1,979.32
957110	Lot Type 3		$ 22,968.69	$ 1,979.32
957111	Lot Type 1		$ 17,226.51	$ 1,484.49
957112	Lot Type 1		$ 17,226.51	$ 1,484.49
Total			**$ 7,042,773.49**	**$ 606,909.35**

Notes:

[a] Totals may not match the total outstanding Assessment or Annual Installment due to (1) rounding, or (2) Prepayments received that have not redeemed Improvement Area #1 Bonds.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
[c] Property ID has prepaid Assessment in full.
[d] Undivided interest Parcel located at 1113 MISTY RIDGE DR, billed 50% to Property ID 957128 and 50% to Property ID 976404.
[e] Undivided interest Parcel located at 1221 MISTY RIDGE DR, billed 50% to Property ID 957198 and 50% to Property ID 1002606.
[f] Undivided interest Parcel located at 808 PARK VISTA DR, billed 50% to Property ID 957053 and 50% to Property ID 1036406.

EXHIBIT G-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 180,000.00	$ 355,687.50	$ 35,300.00	$ 37,315.60	$ 608,303.10
2027	$ 190,000.00	$ 347,362.50	$ 34,400.00	$ 27,014.34	$ 598,776.84
2028	$ 200,000.00	$ 338,575.00	$ 33,450.00	$ 27,554.63	$ 599,579.63
2029	$ 210,000.00	$ 329,325.00	$ 32,450.00	$ 28,105.72	$ 599,880.72
2030	$ 220,000.00	$ 318,825.00	$ 31,400.00	$ 28,667.83	$ 598,892.83
2031	$ 230,000.00	$ 307,825.00	$ 30,300.00	$ 29,241.19	$ 597,366.19
2032	$ 240,000.00	$ 296,325.00	$ 29,150.00	$ 29,826.01	$ 595,301.01
2033	$ 255,000.00	$ 284,325.00	$ 27,950.00	$ 30,422.53	$ 597,697.53
2034	$ 265,000.00	$ 271,575.00	$ 26,675.00	$ 31,030.98	$ 594,280.98
2035	$ 280,000.00	$ 258,325.00	$ 25,350.00	$ 31,651.60	$ 595,326.60
2036	$ 295,000.00	$ 244,325.00	$ 23,950.00	$ 32,284.63	$ 595,559.63
2037	$ 310,000.00	$ 229,575.00	$ 22,475.00	$ 32,930.32	$ 594,980.32
2038	$ 325,000.00	$ 214,075.00	$ 20,925.00	$ 33,588.93	$ 593,588.93
2039	$ 345,000.00	$ 197,825.00	$ 19,300.00	$ 34,260.71	$ 596,385.71
2040	$ 365,000.00	$ 180,143.76	$ 17,575.00	$ 34,945.92	$ 597,664.68
2041	$ 385,000.00	$ 161,437.50	$ 15,750.00	$ 35,644.84	$ 597,832.34
2042	$ 405,000.00	$ 141,706.26	$ 13,825.00	$ 36,357.74	$ 596,889.00
2043	$ 425,000.00	$ 120,950.00	$ 11,800.00	$ 37,084.89	$ 594,834.89
2044	$ 450,000.00	$ 99,168.76	$ 9,675.00	$ 37,826.59	$ 596,670.35
2045	$ 470,000.00	$ 76,106.26	$ 7,425.00	$ 38,583.12	$ 592,114.38
2046	$ 495,000.00	$ 52,018.76	$ 5,075.00	$ 39,354.78	$ 591,448.54
2047	$ 520,000.00	$ 26,650.00	$ 2,600.00	$ 40,141.88	$ 589,391.88
Total	**$ 7,060,000.00**	**$ 4,852,131.30**	**$ 476,800.00**	**$ 733,834.78**	**$ 13,122,766.08**

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – IMPROVEMENT AREA #2-A ASSESSMENT ROLL

			Improvement Area #2-A Assessment Roll [a], [d]	
Property ID	Lot Type	Notes	Outstanding Assessment[c]	Annual Installment Due 1/31/2026
980814	Lot Type 4		$ 28,238.15	$ 1,871.42
980815	Lot Type 4		$ 28,238.15	$ 1,871.42
980816	Lot Type 4		$ 28,238.15	$ 1,871.42
980817	Lot Type 4		$ 28,238.15	$ 1,871.42
980818	Lot Type 4		$ 28,238.15	$ 1,871.42
980819	Lot Type 4		$ 28,238.15	$ 1,871.42
980820	Lot Type 4	[c]	$ -	$ -
980821	Lot Type 4		$ 28,238.15	$ 1,871.42
980822	Lot Type 4		$ 28,238.15	$ 1,871.42
980823	Lot Type 4		$ 28,238.15	$ 1,871.42
980824	Lot Type 4		$ 28,238.15	$ 1,871.42
980825	Lot Type 4		$ 28,238.15	$ 1,871.42
980826	Lot Type 4		$ 28,238.15	$ 1,871.42
980827	Lot Type 4		$ 28,238.15	$ 1,871.42
980828	Lot Type 4		$ 28,238.15	$ 1,871.42
980829	Lot Type 4		$ 28,238.15	$ 1,871.42
980830	Lot Type 4		$ 28,238.15	$ 1,871.42
980831	Lot Type 4		$ 28,238.15	$ 1,871.42
980832	Lot Type 4		$ 28,238.15	$ 1,871.42
980813	Non-Benefited Property		$ -	$ -
980883	Lot Type 5		$ 31,061.97	$ 2,058.56
980884	Lot Type 5		$ 31,061.97	$ 2,058.56
980885	Lot Type 5		$ 31,061.97	$ 2,058.56
980886	Lot Type 5		$ 31,061.97	$ 2,058.56
980887	Lot Type 5		$ 31,061.97	$ 2,058.56
980888	Lot Type 5		$ 31,061.97	$ 2,058.56
980889	Lot Type 5		$ 31,061.97	$ 2,058.56
980890	Lot Type 5		$ 31,061.97	$ 2,058.56
980891	Lot Type 5		$ 31,061.97	$ 2,058.56
980892	Lot Type 5		$ 31,061.97	$ 2,058.56
980893	Lot Type 5		$ 31,061.97	$ 2,058.56
980876	Lot Type 5		$ 31,061.97	$ 2,058.56
980877	Lot Type 5		$ 31,061.97	$ 2,058.56
980878	Lot Type 5		$ 31,061.97	$ 2,058.56
980879	Lot Type 5		$ 31,061.97	$ 2,058.56
980880	Lot Type 5		$ 31,061.97	$ 2,058.56
980881	Lot Type 5		$ 31,061.97	$ 2,058.56
980882	Lot Type 5		$ 31,061.97	$ 2,058.56
980873	Lot Type 5		$ 31,061.97	$ 2,058.56
980874	Lot Type 5		$ 31,061.97	$ 2,058.56

			Improvement Area #2-A Assessment Roll [a], [d]	
Property ID	Lot Type	Notes	Outstanding Assessment[c]	Annual Installment Due 1/31/2026
980875	Non-Benefited Property		$ -	$ -
980833	Lot Type 4		$ 28,238.15	$ 1,871.42
980834	Lot Type 4		$ 28,238.15	$ 1,871.42
980835	Lot Type 4		$ 28,238.15	$ 1,871.42
980836	Lot Type 4		$ 28,238.15	$ 1,871.42
980837	Lot Type 4		$ 28,238.15	$ 1,871.42
980838	Lot Type 4		$ 28,238.15	$ 1,871.42
980839	Lot Type 4		$ 28,238.15	$ 1,871.42
980840	Lot Type 4		$ 28,238.15	$ 1,871.42
980841	Lot Type 4		$ 28,238.15	$ 1,871.42
980842	Lot Type 4		$ 28,238.15	$ 1,871.42
980843	Lot Type 4		$ 28,238.15	$ 1,871.42
980844	Lot Type 4		$ 28,238.15	$ 1,871.42
980845	Lot Type 4		$ 28,238.15	$ 1,871.42
980846	Lot Type 4		$ 28,238.15	$ 1,871.42
980847	Lot Type 4		$ 28,238.15	$ 1,871.42
980848	Lot Type 4		$ 28,238.15	$ 1,871.42
980849	Lot Type 4		$ 28,238.15	$ 1,871.42
980850	Lot Type 5		$ 31,061.97	$ 2,058.56
980851	Lot Type 5		$ 31,061.97	$ 2,058.56
980852	Lot Type 5		$ 31,061.97	$ 2,058.56
980853	Lot Type 5		$ 31,061.97	$ 2,058.56
980854	Lot Type 5		$ 31,061.97	$ 2,058.56
980855	Lot Type 5		$ 31,061.97	$ 2,058.56
980856	Lot Type 5		$ 31,061.97	$ 2,058.56
980857	Lot Type 5		$ 31,061.97	$ 2,058.56
980858	Lot Type 5		$ 31,061.97	$ 2,058.56
980859	Lot Type 5		$ 31,061.97	$ 2,058.56
980860	Lot Type 5		$ 31,061.97	$ 2,058.56
980861	Lot Type 5		$ 31,061.97	$ 2,058.56
980862	Lot Type 5		$ 31,061.97	$ 2,058.56
980863	Lot Type 5		$ 31,061.97	$ 2,058.56
980864	Lot Type 5		$ 31,061.97	$ 2,058.56
980865	Lot Type 5		$ 31,061.97	$ 2,058.56
980866	Lot Type 5	[c]	$ -	$ -
980867	Lot Type 5		$ 31,061.97	$ 2,058.56
980868	Lot Type 5		$ 31,061.97	$ 2,058.56
980869	Lot Type 5		$ 31,061.97	$ 2,058.56
980870	Lot Type 5		$ 31,061.97	$ 2,058.56
980871	Lot Type 5		$ 31,061.97	$ 2,058.56

			Improvement Area #2-A Assessment Roll [a], [d]	
Property ID	Lot Type	Notes	Outstanding Assessment[c]	Annual Installment Due 1/31/2026
980872	Lot Type 5		$ 31,061.97	$ 2,058.56
Total			**$ 2,292,937.99**	**$ 151,959.22**

Notes:

[a] Totals may not match the total outstanding Assessment or Annual Installment due to (1) rounding, or (2) Prepayments received that have not redeemed Improvement Area #2 Bonds.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
[c] Property ID has prepaid Assessment in full.
[d] The Improvement Area #2-A Assessment Roll only shows the portion of the Improvement Area #2-A Annual Installment associated with the Improvement Area #2-A Assessment. The Parcels in Improvement Area #2-A are also allocated a portion of the Major Improvement Area Assessment. See **Exhibit F-1** for the Major Improvement Area Assessment Roll

EXHIBIT H-2 – IMPROVEMENT AREA #2-A ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 11,833.30	$ 26,443.98	$ 2,441.60	$ 2,693.09	$ 52,000.00	$ 84,772.50	$ 11,620.00	$ 5,550.24	$ 197,354.71
2027	$ 12,622.19	$ 25,852.31	$ 2,382.44	$ 1,966.50	$ 53,000.00	$ 83,472.50	$ 11,360.00	$ 6,750.44	$ 197,406.38
2028	$ 13,411.07	$ 25,221.20	$ 2,319.33	$ 2,005.83	$ 54,000.00	$ 81,882.50	$ 11,095.00	$ 6,885.45	$ 196,820.38
2029	$ 13,805.52	$ 24,550.65	$ 2,252.27	$ 2,045.94	$ 57,000.00	$ 80,262.50	$ 10,825.00	$ 7,023.16	$ 197,765.04
2030	$ 14,594.40	$ 23,808.60	$ 2,183.24	$ 2,086.86	$ 58,000.00	$ 78,552.50	$ 10,540.00	$ 7,163.62	$ 196,929.23
2031	$ 15,777.73	$ 23,024.15	$ 2,110.27	$ 2,128.60	$ 60,000.00	$ 76,812.50	$ 10,250.00	$ 7,306.89	$ 197,410.15
2032	$ 16,566.62	$ 22,176.10	$ 2,031.38	$ 2,171.17	$ 62,000.00	$ 75,012.50	$ 9,950.00	$ 7,453.03	$ 197,360.80
2033	$ 17,355.51	$ 21,285.64	$ 1,948.55	$ 2,214.60	$ 64,000.00	$ 72,920.00	$ 9,640.00	$ 7,602.09	$ 196,966.39
2034	$ 18,538.84	$ 20,352.78	$ 1,861.77	$ 2,258.89	$ 67,000.00	$ 70,760.00	$ 9,320.00	$ 7,754.13	$ 197,846.41
2035	$ 18,933.28	$ 19,356.32	$ 1,769.08	$ 2,304.07	$ 69,000.00	$ 68,498.76	$ 8,985.00	$ 7,909.21	$ 196,755.72
2036	$ 20,116.61	$ 18,338.66	$ 1,674.41	$ 2,350.15	$ 72,000.00	$ 66,170.00	$ 8,640.00	$ 8,067.39	$ 197,357.22
2037	$ 21,299.94	$ 17,257.39	$ 1,573.83	$ 2,397.15	$ 74,000.00	$ 63,740.00	$ 8,280.00	$ 8,228.74	$ 196,777.05
2038	$ 22,483.27	$ 16,112.52	$ 1,467.33	$ 2,445.09	$ 77,000.00	$ 61,242.50	$ 7,910.00	$ 8,393.31	$ 197,054.02
2039	$ 23,666.60	$ 14,904.04	$ 1,354.91	$ 2,494.00	$ 80,000.00	$ 58,643.76	$ 7,525.00	$ 8,561.18	$ 197,149.49
2040	$ 25,244.37	$ 13,602.38	$ 1,236.58	$ 2,543.88	$ 83,000.00	$ 55,943.76	$ 7,125.00	$ 8,732.40	$ 197,428.37
2041	$ 26,822.15	$ 12,213.94	$ 1,110.36	$ 2,594.75	$ 86,000.00	$ 53,142.50	$ 6,710.00	$ 8,907.05	$ 197,500.75
2042	$ 28,399.92	$ 10,738.72	$ 976.25	$ 2,646.65	$ 89,000.00	$ 50,240.00	$ 6,280.00	$ 9,085.19	$ 197,366.73
2043	$ 29,977.69	$ 9,176.72	$ 834.25	$ 2,699.58	$ 93,000.00	$ 46,680.00	$ 5,835.00	$ 9,266.89	$ 197,470.14
2044	$ 31,555.47	$ 7,527.95	$ 684.36	$ 2,753.57	$ 97,000.00	$ 42,960.00	$ 5,370.00	$ 9,452.23	$ 197,303.58
2045	$ 33,133.24	$ 5,792.40	$ 526.58	$ 2,808.64	$ 102,000.00	$ 39,080.00	$ 4,885.00	$ 9,641.27	$ 197,867.14
2046	$ 35,105.46	$ 3,970.07	$ 360.92	$ 2,864.82	$ 106,000.00	$ 35,000.00	$ 4,375.00	$ 9,834.10	$ 197,510.36
2047	$ 37,077.67	$ 2,039.27	$ 185.39	$ 2,922.11	$ 111,000.00	$ 30,760.00	$ 3,845.00	$ 10,030.78	$ 197,860.23
2048	$ -	$ -	$ -	$ -	$ 154,000.00	$ 26,320.00	$ 3,290.00	$ 10,231.40	$ 193,841.40
2049	$ -	$ -	$ -	$ -	$ 161,000.00	$ 20,160.00	$ 2,520.00	$ 10,436.03	$ 194,116.03
2050	$ -	$ -	$ -	$ -	$ 168,000.00	$ 13,720.00	$ 1,715.00	$ 10,644.75	$ 194,079.75
2051	$ -	$ -	$ -	$ -	$ 175,000.00	$ 7,000.00	$ 875.00	$ 10,857.65	$ 193,732.65
Total	**$ 488,320.86**	**$ 363,745.80**	**$ 33,285.10**	**$ 53,395.95**	**$ 2,324,000.00**	**$ 1,443,748.78**	**$ 188,765.00**	**$ 221,768.62**	**$ 5,117,030.11**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-1 – IMPROVEMENT AREA #2-B ASSESSMENT ROLL

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1036784	Lot Type 6		$ 25,993.34	$ 1,722.94
1036785	Lot Type 6		$ 25,993.34	$ 1,722.94
1036786	Lot Type 6		$ 25,993.34	$ 1,722.94
1036787	Lot Type 6		$ 25,993.34	$ 1,722.94
1036788	Lot Type 6		$ 25,993.34	$ 1,722.94
1036789	Lot Type 6		$ 25,993.34	$ 1,722.94
1036790	Lot Type 6		$ 25,993.34	$ 1,722.94
1036791	Lot Type 6		$ 25,993.34	$ 1,722.94
1036792	Non-Benefited Property		$ -	$ -
1036758	Lot Type 6		$ 25,993.34	$ 1,722.94
1036759	Lot Type 6		$ 25,993.34	$ 1,722.94
1036760	Lot Type 6		$ 25,993.34	$ 1,722.94
1036761	Lot Type 6		$ 25,993.34	$ 1,722.94
1036762	Lot Type 6		$ 25,993.34	$ 1,722.94
1036763	Lot Type 6		$ 25,993.34	$ 1,722.94
1036764	Lot Type 6		$ 25,993.34	$ 1,722.94
1036765	Lot Type 6		$ 25,993.34	$ 1,722.94
1036766	Lot Type 6		$ 25,993.34	$ 1,722.94
1036767	Lot Type 6		$ 25,993.34	$ 1,722.94
1036768	Lot Type 6		$ 25,993.34	$ 1,722.94
1036769	Lot Type 6		$ 25,993.34	$ 1,722.94
1036770	Lot Type 6		$ 25,993.34	$ 1,722.94
1036730	Lot Type 6		$ 25,993.34	$ 1,722.94
1036731	Lot Type 6		$ 25,993.34	$ 1,722.94
1036732	Lot Type 6		$ 25,993.34	$ 1,722.94
1036733	Lot Type 6		$ 25,993.34	$ 1,722.94
1036734	Lot Type 6		$ 25,993.34	$ 1,722.94
1036735	Lot Type 6		$ 25,993.34	$ 1,722.94
1036736	Lot Type 6		$ 25,993.34	$ 1,722.94
1036737	Lot Type 6		$ 25,993.34	$ 1,722.94
1036738	Lot Type 6		$ 25,993.34	$ 1,722.94
1036739	Lot Type 6		$ 25,993.34	$ 1,722.94
1036740	Lot Type 6		$ 25,993.34	$ 1,722.94
1036741	Lot Type 6		$ 25,993.34	$ 1,722.94
1036742	Lot Type 6		$ 25,993.34	$ 1,722.94
1036743	Lot Type 6		$ 25,993.34	$ 1,722.94
1036744	Lot Type 6		$ 25,993.34	$ 1,722.94
1036745	Lot Type 6		$ 25,993.34	$ 1,722.94
1036746	Lot Type 6		$ 25,993.34	$ 1,722.94
1036747	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1036748	Lot Type 6		$ 25,993.34	$ 1,722.94
1036749	Lot Type 6		$ 25,993.34	$ 1,722.94
1036750	Lot Type 6		$ 25,993.34	$ 1,722.94
1036751	Lot Type 6		$ 25,993.34	$ 1,722.94
1036752	Lot Type 6		$ 25,993.34	$ 1,722.94
1036753	Lot Type 6		$ 25,993.34	$ 1,722.94
1036754	Lot Type 6		$ 25,993.34	$ 1,722.94
1036755	Lot Type 6		$ 25,993.34	$ 1,722.94
1036756	Lot Type 6		$ 25,993.34	$ 1,722.94
1036757	Lot Type 6		$ 25,993.34	$ 1,722.94
1036700	Lot Type 6		$ 25,993.34	$ 1,722.94
1036701	Lot Type 6		$ 25,993.34	$ 1,722.94
1036702	Lot Type 6		$ 25,993.34	$ 1,722.94
1036703	Lot Type 6		$ 25,993.34	$ 1,722.94
1036704	Lot Type 6		$ 25,993.34	$ 1,722.94
1036705	Lot Type 6		$ 25,993.34	$ 1,722.94
1036706	Lot Type 6		$ 25,993.34	$ 1,722.94
1036707	Lot Type 6		$ 25,993.34	$ 1,722.94
1036708	Lot Type 6		$ 25,993.34	$ 1,722.94
1036709	Lot Type 6		$ 25,993.34	$ 1,722.94
1036710	Lot Type 6		$ 25,993.34	$ 1,722.94
1036711	Lot Type 6		$ 25,993.34	$ 1,722.94
1036712	Lot Type 6		$ 25,993.34	$ 1,722.94
1036713	Lot Type 6		$ 25,993.34	$ 1,722.94
1036714	Lot Type 6		$ 25,993.34	$ 1,722.94
1036715	Lot Type 6		$ 25,993.34	$ 1,722.94
1036716	Lot Type 6		$ 25,993.34	$ 1,722.94
1036717	Lot Type 6		$ 25,993.34	$ 1,722.94
1036718	Lot Type 6		$ 25,993.34	$ 1,722.94
1036719	Lot Type 6		$ 25,993.34	$ 1,722.94
1036720	Lot Type 6		$ 25,993.34	$ 1,722.94
1036721	Lot Type 6		$ 25,993.34	$ 1,722.94
1036722	Lot Type 6		$ 25,993.34	$ 1,722.94
1036723	Lot Type 6		$ 25,993.34	$ 1,722.94
1036724	Lot Type 6		$ 25,993.34	$ 1,722.94
1036725	Lot Type 6		$ 25,993.34	$ 1,722.94
1036726	Lot Type 6		$ 25,993.34	$ 1,722.94
1036727	Lot Type 6		$ 25,993.34	$ 1,722.94
1036728	Lot Type 6		$ 25,993.34	$ 1,722.94
1036729	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1036771	Lot Type 6		$ 25,993.34	$ 1,722.94
1036772	Lot Type 6		$ 25,993.34	$ 1,722.94
1036773	Lot Type 6		$ 25,993.34	$ 1,722.94
1036774	Lot Type 6		$ 25,993.34	$ 1,722.94
1036775	Lot Type 6		$ 25,993.34	$ 1,722.94
1036776	Lot Type 6		$ 25,993.34	$ 1,722.94
1036777	Lot Type 6		$ 25,993.34	$ 1,722.94
1036778	Lot Type 6		$ 25,993.34	$ 1,722.94
1036779	Lot Type 6		$ 25,993.34	$ 1,722.94
1036780	Lot Type 6		$ 25,993.34	$ 1,722.94
1036781	Lot Type 6		$ 25,993.34	$ 1,722.94
1036782	Lot Type 6		$ 25,993.34	$ 1,722.94
1036783	Lot Type 6		$ 25,993.34	$ 1,722.94
1036684	Lot Type 6		$ 25,993.34	$ 1,722.94
1036685	Lot Type 6		$ 25,993.34	$ 1,722.94
1036686	Lot Type 6		$ 25,993.34	$ 1,722.94
1036687	Lot Type 6		$ 25,993.34	$ 1,722.94
1036688	Lot Type 6		$ 25,993.34	$ 1,722.94
1036689	Lot Type 6		$ 25,993.34	$ 1,722.94
1036690	Lot Type 6		$ 25,993.34	$ 1,722.94
1036691	Lot Type 6		$ 25,993.34	$ 1,722.94
1036692	Lot Type 6		$ 25,993.34	$ 1,722.94
1036693	Lot Type 6		$ 25,993.34	$ 1,722.94
1036694	Lot Type 6		$ 25,993.34	$ 1,722.94
1036695	Lot Type 6		$ 25,993.34	$ 1,722.94
1036696	Lot Type 6		$ 25,993.34	$ 1,722.94
1036697	Lot Type 6		$ 25,993.34	$ 1,722.94
1036698	Lot Type 6		$ 25,993.34	$ 1,722.94
1036699	Lot Type 6		$ 25,993.34	$ 1,722.94
1036542	Lot Type 6		$ 25,993.34	$ 1,722.94
1036543	Lot Type 6		$ 25,993.34	$ 1,722.94
1036544	Lot Type 6		$ 25,993.34	$ 1,722.94
1036545	Lot Type 6		$ 25,993.34	$ 1,722.94
1036546	Lot Type 6		$ 25,993.34	$ 1,722.94
1036547	Lot Type 6		$ 25,993.34	$ 1,722.94
1036548	Lot Type 6		$ 25,993.34	$ 1,722.94
1036549	Lot Type 6		$ 25,993.34	$ 1,722.94
1036550	Lot Type 6		$ 25,993.34	$ 1,722.94
1036551	Lot Type 6		$ 25,993.34	$ 1,722.94
1036552	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1036553	Lot Type 6		$ 25,993.34	$ 1,722.94
1036554	Lot Type 6		$ 25,993.34	$ 1,722.94
1036555	Lot Type 6		$ 25,993.34	$ 1,722.94
1036556	Non-Benefited Property		$ -	$ -
1036557	Non-Benefited Property		$ -	$ -
1036558	Non-Benefited Property	[d]	$ -	$ -
1036559	Lot Type 6		$ 25,993.34	$ 1,722.94
1036560	Lot Type 6		$ 25,993.34	$ 1,722.94
1036561	Lot Type 6		$ 25,993.34	$ 1,722.94
1036562	Lot Type 6		$ 25,993.34	$ 1,722.94
1036563	Lot Type 6		$ 25,993.34	$ 1,722.94
1036564	Lot Type 6		$ 25,993.34	$ 1,722.94
1036565	Lot Type 6		$ 25,993.34	$ 1,722.94
1036566	Lot Type 6		$ 25,993.34	$ 1,722.94
1036567	Lot Type 6		$ 25,993.34	$ 1,722.94
1036568	Lot Type 6		$ 25,993.34	$ 1,722.94
1036569	Lot Type 6		$ 25,993.34	$ 1,722.94
1036570	Lot Type 6		$ 25,993.34	$ 1,722.94
1040736	Lot Type Commercial		$ 38,426.86	$ 2,547.08
1040737	Lot Type Commercial		$ 51,086.78	$ 3,386.23
1040738	Lot Type Commercial		$ 51,719.23	$ 3,428.15
1040739	Lot Type Commercial		$ 84,388.60	$ 5,593.60
1009037	Lot Type Commercial		$ 813,353.91	$ 53,912.22
983715	Lot Type Commercial	[c]	$ -	$ -
980813	Non-Benefited Property		$ -	$ -
1007439	Lot Type 6		$ 25,993.34	$ 1,722.94
1007440	Lot Type 6		$ 25,993.34	$ 1,722.94
1007441	Lot Type 6		$ 25,993.34	$ 1,722.94
1007442	Lot Type 6		$ 25,993.34	$ 1,722.94
1007443	Lot Type 6		$ 25,993.34	$ 1,722.94
1007444	Lot Type 6		$ 25,993.34	$ 1,722.94
1007445	Lot Type 6		$ 25,993.34	$ 1,722.94
1007446	Lot Type 6		$ 25,993.34	$ 1,722.94
1007447	Lot Type 6		$ 25,993.34	$ 1,722.94
1007448	Lot Type 6		$ 25,993.34	$ 1,722.94
1007486	Lot Type 8		$ 31,769.64	$ 2,105.81
1007487	Lot Type 8		$ 31,769.64	$ 2,105.81
1007488	Lot Type 8		$ 31,769.64	$ 2,105.81
1007489	Lot Type 8		$ 31,769.64	$ 2,105.81
1007490	Lot Type 8		$ 31,769.64	$ 2,105.81

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007491	Lot Type 8		$ 31,769.64	$ 2,105.81
1007492	Lot Type 8		$ 31,769.64	$ 2,105.81
1007493	Lot Type 8		$ 31,769.64	$ 2,105.81
1007494	Lot Type 6		$ 25,993.34	$ 1,722.94
1007449	Non-Benefited Property		$ -	$ -
1007496	Lot Type 6	[c]	$ -	$ -
1007497	Lot Type 6		$ 25,993.34	$ 1,722.94
1007498	Lot Type 6		$ 25,993.34	$ 1,722.94
1007499	Lot Type 6		$ 25,993.34	$ 1,722.94
1007500	Lot Type 6		$ 25,993.34	$ 1,722.94
1007501	Lot Type 6		$ 25,993.34	$ 1,722.94
1007502	Lot Type 6		$ 25,993.34	$ 1,722.94
1007503	Lot Type 6		$ 25,993.34	$ 1,722.94
1007495	Non-Benefited Property		$ -	$ -
1007285	Lot Type 8		$ 31,769.64	$ 2,105.81
1007286	Lot Type 8		$ 31,769.64	$ 2,105.81
1007287	Lot Type 8		$ 31,769.64	$ 2,105.81
1007288	Lot Type 8		$ 31,769.64	$ 2,105.81
1007289	Lot Type 8		$ 31,769.64	$ 2,105.81
1007290	Lot Type 8		$ 31,769.64	$ 2,105.81
1007291	Lot Type 8		$ 31,769.64	$ 2,105.81
1007292	Lot Type 8		$ 31,769.64	$ 2,105.81
1007293	Lot Type 8		$ 31,769.64	$ 2,105.81
1007294	Lot Type 8		$ 31,769.64	$ 2,105.81
1007295	Lot Type 8		$ 31,769.64	$ 2,105.81
1007296	Lot Type 8		$ 31,769.64	$ 2,105.81
1007297	Lot Type 8		$ 31,769.64	$ 2,105.81
1007450	Lot Type 6		$ 25,993.34	$ 1,722.94
1007451	Lot Type 6		$ 25,993.34	$ 1,722.94
1007452	Lot Type 6		$ 25,993.34	$ 1,722.94
1007453	Lot Type 6		$ 25,993.34	$ 1,722.94
1007454	Lot Type 6		$ 25,993.34	$ 1,722.94
1007455	Lot Type 6		$ 25,993.34	$ 1,722.94
1007456	Lot Type 6		$ 25,993.34	$ 1,722.94
1007457	Lot Type 6		$ 25,993.34	$ 1,722.94
1007458	Lot Type 6		$ 25,993.34	$ 1,722.94
1007459	Lot Type 6		$ 25,993.34	$ 1,722.94
1007460	Lot Type 6		$ 25,993.34	$ 1,722.94
1007189	Lot Type 6		$ 25,993.34	$ 1,722.94
1007190	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007191	Lot Type 6		$ 25,993.34	$ 1,722.94
1007192	Lot Type 6		$ 25,993.34	$ 1,722.94
1007193	Lot Type 6		$ 25,993.34	$ 1,722.94
1007194	Lot Type 6		$ 25,993.34	$ 1,722.94
1007195	Lot Type 6		$ 25,993.34	$ 1,722.94
1007196	Lot Type 6		$ 25,993.34	$ 1,722.94
1007197	Lot Type 6		$ 25,993.34	$ 1,722.94
1007198	Lot Type 6		$ 25,993.34	$ 1,722.94
1007199	Lot Type 6		$ 25,993.34	$ 1,722.94
1007200	Lot Type 6		$ 25,993.34	$ 1,722.94
1007201	Lot Type 6		$ 25,993.34	$ 1,722.94
1007202	Lot Type 6		$ 25,993.34	$ 1,722.94
1007203	Lot Type 6		$ 25,993.34	$ 1,722.94
1007204	Lot Type 6		$ 25,993.34	$ 1,722.94
1007205	Lot Type 6		$ 25,993.34	$ 1,722.94
1007206	Lot Type 6		$ 25,993.34	$ 1,722.94
1007207	Lot Type 6		$ 25,993.34	$ 1,722.94
1007208	Lot Type 6		$ 25,993.34	$ 1,722.94
1007209	Lot Type 6		$ 25,993.34	$ 1,722.94
1007210	Lot Type 6		$ 25,993.34	$ 1,722.94
1007211	Lot Type 6		$ 25,993.34	$ 1,722.94
1007212	Lot Type 6		$ 25,993.34	$ 1,722.94
1007213	Lot Type 6		$ 25,993.34	$ 1,722.94
1007214	Lot Type 6		$ 25,993.34	$ 1,722.94
1007215	Lot Type 6		$ 25,993.34	$ 1,722.94
1007216	Lot Type 6		$ 25,993.34	$ 1,722.94
1007217	Lot Type 6		$ 25,993.34	$ 1,722.94
1007218	Lot Type 6		$ 25,993.34	$ 1,722.94
1007219	Lot Type 6		$ 25,993.34	$ 1,722.94
1007220	Lot Type 6		$ 25,993.34	$ 1,722.94
1007221	Lot Type 6		$ 25,993.34	$ 1,722.94
1007222	Lot Type 6		$ 25,993.34	$ 1,722.94
1007223	Lot Type 6		$ 25,993.34	$ 1,722.94
1007224	Lot Type 6		$ 25,993.34	$ 1,722.94
1007225	Lot Type 6		$ 25,993.34	$ 1,722.94
1007226	Lot Type 6		$ 25,993.34	$ 1,722.94
1007227	Lot Type 6		$ 25,993.34	$ 1,722.94
1007228	Lot Type 6		$ 25,993.34	$ 1,722.94
1007229	Lot Type 6		$ 25,993.34	$ 1,722.94
1007230	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007231	Lot Type 6		$ 25,993.34	$ 1,722.94
1007232	Lot Type 6		$ 25,993.34	$ 1,722.94
1007233	Lot Type 6		$ 25,993.34	$ 1,722.94
1007234	Lot Type 6		$ 25,993.34	$ 1,722.94
1007235	Lot Type 6		$ 25,993.34	$ 1,722.94
1007236	Lot Type 6		$ 25,993.34	$ 1,722.94
1007237	Lot Type 6		$ 25,993.34	$ 1,722.94
1007238	Lot Type 6		$ 25,993.34	$ 1,722.94
1007239	Lot Type 6		$ 25,993.34	$ 1,722.94
1007240	Lot Type 6		$ 25,993.34	$ 1,722.94
1007241	Lot Type 6		$ 25,993.34	$ 1,722.94
1007242	Lot Type 6		$ 25,993.34	$ 1,722.94
1007243	Lot Type 6		$ 25,993.34	$ 1,722.94
1007244	Lot Type 6		$ 25,993.34	$ 1,722.94
1007245	Lot Type 6		$ 25,993.34	$ 1,722.94
1007246	Lot Type 6		$ 25,993.34	$ 1,722.94
1007247	Lot Type 6		$ 25,993.34	$ 1,722.94
1007248	Lot Type 6		$ 25,993.34	$ 1,722.94
1007249	Lot Type 6		$ 25,993.34	$ 1,722.94
1007250	Lot Type 6		$ 25,993.34	$ 1,722.94
1007251	Lot Type 6		$ 25,993.34	$ 1,722.94
1007463	Lot Type 7		$ 28,881.49	$ 1,914.38
1007464	Lot Type 7		$ 28,881.49	$ 1,914.38
1007465	Lot Type 7		$ 28,881.49	$ 1,914.38
1007466	Lot Type 7		$ 28,881.49	$ 1,914.38
1007467	Lot Type 7		$ 28,881.49	$ 1,914.38
1007468	Lot Type 7		$ 28,881.49	$ 1,914.38
1007469	Lot Type 7		$ 28,881.49	$ 1,914.38
1007470	Lot Type 7		$ 28,881.49	$ 1,914.38
1007471	Lot Type 7		$ 28,881.49	$ 1,914.38
1007472	Lot Type 7		$ 28,881.49	$ 1,914.38
1007514	Lot Type 6		$ 25,993.34	$ 1,722.94
1007515	Lot Type 6		$ 25,993.34	$ 1,722.94
1007516	Lot Type 6		$ 25,993.34	$ 1,722.94
1007517	Lot Type 6		$ 25,993.34	$ 1,722.94
1007518	Lot Type 6		$ 25,993.34	$ 1,722.94
1007519	Lot Type 6		$ 25,993.34	$ 1,722.94
1007298	Lot Type 6		$ 25,993.34	$ 1,722.94
1007299	Lot Type 6		$ 25,993.34	$ 1,722.94
1007300	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007301	Lot Type 6		$ 25,993.34	$ 1,722.94
1007302	Lot Type 6		$ 25,993.34	$ 1,722.94
1007303	Lot Type 6		$ 25,993.34	$ 1,722.94
1007304	Lot Type 6		$ 25,993.34	$ 1,722.94
1007305	Lot Type 6		$ 25,993.34	$ 1,722.94
1007306	Lot Type 6		$ 25,993.34	$ 1,722.94
1007307	Lot Type 6		$ 25,993.34	$ 1,722.94
1007308	Lot Type 6		$ 25,993.34	$ 1,722.94
1007309	Lot Type 6		$ 25,993.34	$ 1,722.94
1007310	Lot Type 6		$ 25,993.34	$ 1,722.94
1007311	Lot Type 6		$ 25,993.34	$ 1,722.94
1007312	Lot Type 6		$ 25,993.34	$ 1,722.94
1007313	Lot Type 6		$ 25,993.34	$ 1,722.94
1007314	Lot Type 6		$ 25,993.34	$ 1,722.94
1007315	Lot Type 6		$ 25,993.34	$ 1,722.94
1007316	Lot Type 6		$ 25,993.34	$ 1,722.94
1007317	Lot Type 6		$ 25,993.34	$ 1,722.94
1007318	Lot Type 6		$ 25,993.34	$ 1,722.94
1007319	Lot Type 6		$ 25,993.34	$ 1,722.94
1007320	Lot Type 6		$ 25,993.34	$ 1,722.94
1007321	Lot Type 6		$ 25,993.34	$ 1,722.94
1007322	Lot Type 6		$ 25,993.34	$ 1,722.94
1007323	Lot Type 6		$ 25,993.34	$ 1,722.94
1007324	Lot Type 6		$ 25,993.34	$ 1,722.94
1007325	Lot Type 6		$ 25,993.34	$ 1,722.94
1007326	Lot Type 6		$ 25,993.34	$ 1,722.94
1007327	Lot Type 6		$ 25,993.34	$ 1,722.94
1007328	Lot Type 6		$ 25,993.34	$ 1,722.94
1007329	Lot Type 6		$ 25,993.34	$ 1,722.94
1007330	Lot Type 6		$ 25,993.34	$ 1,722.94
1007331	Lot Type 6		$ 25,993.34	$ 1,722.94
1007332	Lot Type 6		$ 25,993.34	$ 1,722.94
1007333	Lot Type 6		$ 25,993.34	$ 1,722.94
1007334	Lot Type 6		$ 25,993.34	$ 1,722.94
1007335	Lot Type 6		$ 25,993.34	$ 1,722.94
1007336	Lot Type 6		$ 25,993.34	$ 1,722.94
1007504	Lot Type 6		$ 25,993.34	$ 1,722.94
1007505	Lot Type 6		$ 25,993.34	$ 1,722.94
1007506	Lot Type 6		$ 25,993.34	$ 1,722.94
1007507	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007508	Lot Type 6		$ 25,993.34	$ 1,722.94
1007509	Lot Type 6		$ 25,993.34	$ 1,722.94
1007510	Lot Type 6		$ 25,993.34	$ 1,722.94
1007511	Lot Type 6		$ 25,993.34	$ 1,722.94
1007512	Lot Type 6		$ 25,993.34	$ 1,722.94
1007513	Lot Type 6		$ 25,993.34	$ 1,722.94
1007427	Lot Type 6		$ 25,993.34	$ 1,722.94
1007428	Lot Type 6		$ 25,993.34	$ 1,722.94
1007429	Lot Type 6		$ 25,993.34	$ 1,722.94
1007430	Lot Type 6		$ 25,993.34	$ 1,722.94
1007431	Lot Type 6		$ 25,993.34	$ 1,722.94
1007432	Lot Type 6		$ 25,993.34	$ 1,722.94
1007433	Lot Type 6		$ 25,993.34	$ 1,722.94
1007434	Lot Type 6		$ 25,993.34	$ 1,722.94
1007435	Lot Type 6		$ 25,993.34	$ 1,722.94
1007436	Lot Type 6		$ 25,993.34	$ 1,722.94
1007437	Lot Type 6		$ 25,993.34	$ 1,722.94
1007438	Lot Type 6		$ 25,993.34	$ 1,722.94
1007473	Lot Type 6		$ 25,993.34	$ 1,722.94
1007474	Lot Type 6		$ 25,993.34	$ 1,722.94
1007475	Lot Type 6		$ 25,993.34	$ 1,722.94
1007476	Lot Type 6		$ 25,993.34	$ 1,722.94
1007477	Lot Type 6		$ 25,993.34	$ 1,722.94
1007478	Lot Type 6		$ 25,993.34	$ 1,722.94
1007479	Lot Type 6		$ 25,993.34	$ 1,722.94
1007480	Lot Type 6		$ 25,993.34	$ 1,722.94
1007481	Lot Type 6		$ 25,993.34	$ 1,722.94
1007482	Lot Type 6		$ 25,993.34	$ 1,722.94
1007402	Lot Type 6		$ 25,993.34	$ 1,722.94
1007403	Lot Type 6		$ 25,993.34	$ 1,722.94
1007404	Lot Type 6		$ 25,993.34	$ 1,722.94
1007405	Lot Type 6		$ 25,993.34	$ 1,722.94
1007406	Lot Type 6		$ 25,993.34	$ 1,722.94
1007407	Lot Type 6		$ 25,993.34	$ 1,722.94
1007408	Lot Type 6		$ 25,993.34	$ 1,722.94
1007409	Lot Type 6		$ 25,993.34	$ 1,722.94
1007410	Lot Type 6		$ 25,993.34	$ 1,722.94
1007411	Lot Type 6		$ 25,993.34	$ 1,722.94
1007412	Lot Type 6		$ 25,993.34	$ 1,722.94
1007413	Non-Benefited Property		$ -	$ -

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007414	Non-Benefited Property		$ -	$ -
1007337	Lot Type 6		$ 25,993.34	$ 1,722.94
1007338	Lot Type 6		$ 25,993.34	$ 1,722.94
1007339	Lot Type 6		$ 25,993.34	$ 1,722.94
1007340	Lot Type 6		$ 25,993.34	$ 1,722.94
1007341	Lot Type 6	[c]	$ -	$ -
1007342	Lot Type 6		$ 25,993.34	$ 1,722.94
1007343	Lot Type 6		$ 25,993.34	$ 1,722.94
1007344	Lot Type 6		$ 25,993.34	$ 1,722.94
1007345	Lot Type 6		$ 25,993.34	$ 1,722.94
1007346	Lot Type 6		$ 25,993.34	$ 1,722.94
1007347	Lot Type 6		$ 25,993.34	$ 1,722.94
1007348	Lot Type 6		$ 25,993.34	$ 1,722.94
1007349	Non-Benefited Property		$ -	$ -
1007350	Lot Type 6		$ 25,993.34	$ 1,722.94
1007351	Lot Type 6		$ 25,993.34	$ 1,722.94
1007352	Lot Type 6		$ 25,993.34	$ 1,722.94
1007353	Lot Type 6		$ 25,993.34	$ 1,722.94
1007354	Lot Type 6		$ 25,993.34	$ 1,722.94
1007355	Lot Type 6		$ 25,993.34	$ 1,722.94
1007356	Lot Type 6		$ 25,993.34	$ 1,722.94
1007357	Lot Type 6		$ 25,993.34	$ 1,722.94
1007358	Lot Type 6		$ 25,993.34	$ 1,722.94
1007359	Lot Type 6		$ 25,993.34	$ 1,722.94
1007360	Lot Type 6		$ 25,993.34	$ 1,722.94
1007361	Lot Type 6		$ 25,993.34	$ 1,722.94
1007362	Lot Type 6		$ 25,993.34	$ 1,722.94
1007363	Lot Type 6		$ 25,993.34	$ 1,722.94
1007364	Lot Type 6		$ 25,993.34	$ 1,722.94
1007365	Lot Type 6		$ 25,993.34	$ 1,722.94
1007366	Lot Type 6		$ 25,993.34	$ 1,722.94
1007367	Lot Type 6		$ 25,993.34	$ 1,722.94
1007368	Lot Type 6		$ 25,993.34	$ 1,722.94
1007369	Lot Type 6		$ 25,993.34	$ 1,722.94
1007370	Lot Type 6		$ 25,993.34	$ 1,722.94
1007371	Lot Type 6		$ 25,993.34	$ 1,722.94
1007372	Lot Type 6		$ 25,993.34	$ 1,722.94
1007373	Lot Type 6		$ 25,993.34	$ 1,722.94
1007374	Lot Type 6		$ 25,993.34	$ 1,722.94
1007375	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007376	Lot Type 6		$ 25,993.34	$ 1,722.94
1007377	Lot Type 6		$ 25,993.34	$ 1,722.94
1007378	Lot Type 6		$ 25,993.34	$ 1,722.94
1007379	Lot Type 6		$ 25,993.34	$ 1,722.94
1007380	Lot Type 6		$ 25,993.34	$ 1,722.94
1007381	Lot Type 6		$ 25,993.34	$ 1,722.94
1007382	Lot Type 6		$ 25,993.34	$ 1,722.94
1007383	Lot Type 6		$ 25,993.34	$ 1,722.94
1007384	Lot Type 6		$ 25,993.34	$ 1,722.94
1007385	Lot Type 6		$ 25,993.34	$ 1,722.94
1007386	Lot Type 6		$ 25,993.34	$ 1,722.94
1007387	Lot Type 6		$ 25,993.34	$ 1,722.94
1007388	Lot Type 6		$ 25,993.34	$ 1,722.94
1007389	Lot Type 6		$ 25,993.34	$ 1,722.94
1007390	Lot Type 6		$ 25,993.34	$ 1,722.94
1007391	Lot Type 6		$ 25,993.34	$ 1,722.94
1007392	Lot Type 6		$ 25,993.34	$ 1,722.94
1007393	Lot Type 6		$ 25,993.34	$ 1,722.94
1007394	Lot Type 6		$ 25,993.34	$ 1,722.94
1007395	Lot Type 6		$ 25,993.34	$ 1,722.94
1007396	Lot Type 6		$ 25,993.34	$ 1,722.94
1007397	Lot Type 6		$ 25,993.34	$ 1,722.94
1007398	Lot Type 6		$ 25,993.34	$ 1,722.94
1007399	Lot Type 6		$ 25,993.34	$ 1,722.94
1007400	Lot Type 6		$ 25,993.34	$ 1,722.94
1007401	Lot Type 6		$ 25,993.34	$ 1,722.94
1007520	Lot Type 6		$ 25,993.34	$ 1,722.94
1007521	Lot Type 6		$ 25,993.34	$ 1,722.94
1007522	Lot Type 6		$ 25,993.34	$ 1,722.94
1007523	Lot Type 6		$ 25,993.34	$ 1,722.94
1007524	Lot Type 6		$ 25,993.34	$ 1,722.94
1007415	Lot Type 6		$ 25,993.34	$ 1,722.94
1007416	Lot Type 6		$ 25,993.34	$ 1,722.94
1007417	Lot Type 6		$ 25,993.34	$ 1,722.94
1007418	Lot Type 6		$ 25,993.34	$ 1,722.94
1007419	Lot Type 6		$ 25,993.34	$ 1,722.94
1007420	Lot Type 6		$ 25,993.34	$ 1,722.94
1007421	Lot Type 6		$ 25,993.34	$ 1,722.94
1007422	Lot Type 6		$ 25,993.34	$ 1,722.94
1007423	Lot Type 6		$ 25,993.34	$ 1,722.94

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1007424	Lot Type 6		$ 25,993.34	$ 1,722.94
1007425	Lot Type 6		$ 25,993.34	$ 1,722.94
1007426	Lot Type 6		$ 25,993.34	$ 1,722.94
1007525	Non-Benefited Property		$ -	$ -
1007526	Non-Benefited Property		$ -	$ -
1036641	Lot Type 8		$ 31,769.64	$ 2,105.81
1036642	Lot Type 8		$ 31,769.64	$ 2,105.81
1036643	Lot Type 8		$ 31,769.64	$ 2,105.81
1036644	Lot Type 8		$ 31,769.64	$ 2,105.81
1036645	Lot Type 8		$ 31,769.64	$ 2,105.81
1036646	Lot Type 8		$ 31,769.64	$ 2,105.81
1036647	Lot Type 8		$ 31,769.64	$ 2,105.81
1036648	Lot Type 8		$ 31,769.64	$ 2,105.81
1036649	Lot Type 8		$ 31,769.64	$ 2,105.81
1036571	Lot Type 8		$ 31,769.64	$ 2,105.81
1036572	Lot Type 8		$ 31,769.64	$ 2,105.81
1036573	Lot Type 8		$ 31,769.64	$ 2,105.81
1036574	Lot Type 8		$ 31,769.64	$ 2,105.81
1036575	Lot Type 8		$ 31,769.64	$ 2,105.81
1036576	Lot Type 8		$ 31,769.64	$ 2,105.81
1036577	Lot Type 8		$ 31,769.64	$ 2,105.81
1036578	Lot Type 8		$ 31,769.64	$ 2,105.81
1036579	Lot Type 8		$ 31,769.64	$ 2,105.81
1036580	Lot Type 8		$ 31,769.64	$ 2,105.81
1036581	Lot Type 8		$ 31,769.64	$ 2,105.81
1036582	Lot Type 8		$ 31,769.64	$ 2,105.81
1036583	Lot Type 8		$ 31,769.64	$ 2,105.81
1036584	Lot Type 8		$ 31,769.64	$ 2,105.81
1036585	Lot Type 8		$ 31,769.64	$ 2,105.81
1036586	Lot Type 8		$ 31,769.64	$ 2,105.81
1036587	Lot Type 8		$ 31,769.64	$ 2,105.81
1036588	Lot Type 8		$ 31,769.64	$ 2,105.81
1036589	Lot Type 8		$ 31,769.64	$ 2,105.81
1036590	Lot Type 8		$ 31,769.64	$ 2,105.81
1036591	Lot Type 8		$ 31,769.64	$ 2,105.81
1036592	Lot Type 8		$ 31,769.64	$ 2,105.81
1036593	Lot Type 8		$ 31,769.64	$ 2,105.81
1036594	Lot Type 8		$ 31,769.64	$ 2,105.81
1036595	Lot Type 8		$ 31,769.64	$ 2,105.81
1036596	Lot Type 8		$ 31,769.64	$ 2,105.81

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1036597	Lot Type 8		$ 31,769.64	$ 2,105.81
1036598	Lot Type 8		$ 31,769.64	$ 2,105.81
1036682	Non-Benefited Property		$ -	$ -
1036650	Lot Type 7		$ 28,881.49	$ 1,914.38
1036651	Lot Type 7		$ 28,881.49	$ 1,914.38
1036652	Lot Type 7		$ 28,881.49	$ 1,914.38
1036653	Lot Type 7		$ 28,881.49	$ 1,914.38
1036654	Lot Type 7		$ 28,881.49	$ 1,914.38
1036655	Lot Type 7		$ 28,881.49	$ 1,914.38
1036656	Lot Type 7		$ 28,881.49	$ 1,914.38
1036657	Lot Type 7		$ 28,881.49	$ 1,914.38
1036621	Lot Type 8		$ 31,769.64	$ 2,105.81
1036622	Lot Type 8		$ 31,769.64	$ 2,105.81
1036623	Lot Type 8		$ 31,769.64	$ 2,105.81
1036624	Lot Type 8		$ 31,769.64	$ 2,105.81
1036625	Lot Type 8		$ 31,769.64	$ 2,105.81
1036626	Lot Type 8		$ 31,769.64	$ 2,105.81
1036627	Lot Type 8		$ 31,769.64	$ 2,105.81
1036628	Lot Type 8		$ 31,769.64	$ 2,105.81
1036629	Lot Type 8		$ 31,769.64	$ 2,105.81
1036630	Lot Type 8		$ 31,769.64	$ 2,105.81
1036631	Lot Type 8		$ 31,769.64	$ 2,105.81
1036632	Lot Type 8		$ 31,769.64	$ 2,105.81
1036633	Lot Type 8		$ 31,769.64	$ 2,105.81
1036634	Lot Type 8		$ 31,769.64	$ 2,105.81
1036635	Lot Type 8		$ 31,769.64	$ 2,105.81
1036636	Lot Type 8		$ 31,769.64	$ 2,105.81
1036637	Lot Type 8		$ 31,769.64	$ 2,105.81
1036638	Lot Type 8		$ 31,769.64	$ 2,105.81
1036639	Lot Type 8		$ 31,769.64	$ 2,105.81
1036640	Lot Type 8		$ 31,769.64	$ 2,105.81
1036599	Lot Type 8		$ 31,769.64	$ 2,105.81
1036600	Lot Type 8		$ 31,769.64	$ 2,105.81
1036601	Lot Type 8		$ 31,769.64	$ 2,105.81
1036602	Lot Type 8		$ 31,769.64	$ 2,105.81
1036603	Lot Type 8		$ 31,769.64	$ 2,105.81
1036604	Lot Type 8		$ 31,769.64	$ 2,105.81
1036605	Lot Type 8		$ 31,769.64	$ 2,105.81
1036606	Lot Type 8		$ 31,769.64	$ 2,105.81
1036607	Lot Type 8		$ 31,769.64	$ 2,105.81

			Improvement Area #2-B Assessment Roll[a], [e]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1036608	Lot Type 8		$ 31,769.64	$ 2,105.81
1036609	Lot Type 8		$ 31,769.64	$ 2,105.81
1036610	Lot Type 8		$ 31,769.64	$ 2,105.81
1036611	Lot Type 8		$ 31,769.64	$ 2,105.81
1036612	Lot Type 8		$ 31,769.64	$ 2,105.81
1036613	Lot Type 8		$ 31,769.64	$ 2,105.81
1036614	Lot Type 8		$ 31,769.64	$ 2,105.81
1036615	Lot Type 8		$ 31,769.64	$ 2,105.81
1036616	Lot Type 8		$ 31,769.64	$ 2,105.81
1036617	Lot Type 8		$ 31,769.64	$ 2,105.81
1036618	Lot Type 8		$ 31,769.64	$ 2,105.81
1036619	Lot Type 8		$ 31,769.64	$ 2,105.81
1036620	Lot Type 8		$ 31,769.64	$ 2,105.81
1036678	Lot Type 6		$ 25,993.34	$ 1,722.94
1036679	Lot Type 6		$ 25,993.34	$ 1,722.94
1036680	Lot Type 6		$ 25,993.34	$ 1,722.94
1036681	Lot Type 6		$ 25,993.34	$ 1,722.94
1036666	Lot Type 8		$ 31,769.64	$ 2,105.81
1036667	Lot Type 8		$ 31,769.64	$ 2,105.81
1036668	Lot Type 8		$ 31,769.64	$ 2,105.81
1036669	Lot Type 8		$ 31,769.64	$ 2,105.81
1036670	Lot Type 8		$ 31,769.64	$ 2,105.81
1036671	Lot Type 8		$ 31,769.64	$ 2,105.81
1036672	Lot Type 8		$ 31,769.64	$ 2,105.81
1036673	Lot Type 8		$ 31,769.64	$ 2,105.81
1036674	Lot Type 8		$ 31,769.64	$ 2,105.81
1036675	Lot Type 8		$ 31,769.64	$ 2,105.81
1036676	Lot Type 8		$ 31,769.64	$ 2,105.81
1036677	Lot Type 8		$ 31,769.64	$ 2,105.81
1036658	Lot Type 8		$ 31,769.64	$ 2,105.81
1036659	Lot Type 8		$ 31,769.64	$ 2,105.81
1036660	Lot Type 8		$ 31,769.64	$ 2,105.81
1036661	Lot Type 8		$ 31,769.64	$ 2,105.81
1036662	Lot Type 8		$ 31,769.64	$ 2,105.81
1036663	Lot Type 8		$ 31,769.64	$ 2,105.81
1036664	Lot Type 8		$ 31,769.64	$ 2,105.81
1036665	Lot Type 8		$ 31,769.64	$ 2,105.81
	Total		**$ 15,716,547.01**	**$ 1,041,753.44**

Notes:

[a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.
[c] Property ID has prepaid Assessment in full.
[d] Property ID was originally classified as Lot Type Commercial. Once plat was filed, a mandatory prepayment was made, and property has been prepaid in full and is now classified as Non-Benefited Property.
[e] The Improvement Area #2-B Assessment Roll only shows the portion of the Improvement Area #2-B Annual Installment associated with the Improvement Area #2-B Assessment. The Parcels in Improvement Area #2-B are also allocated a portion of the Major Improvement Area Assessment. See **Exhibit F-1** for the Major Improvement Area Assessment Roll

EXHIBIT I-2 – IMPROVEMENT AREA #2-B ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 79,479.77	$ 177,614.12	$ 16,399.33	$ 18,048.19	$ 357,000.00	$ 582,156.26	$ 79,825.00	$ 38,629.47	$ 1,349,152.14
2027	$ 84,778.42	$ 173,640.13	$ 16,001.93	$ 13,178.81	$ 365,000.00	$ 573,231.26	$ 78,040.00	$ 46,982.86	$ 1,350,853.41
2028	$ 90,077.08	$ 169,401.21	$ 15,578.04	$ 13,442.39	$ 376,000.00	$ 562,281.26	$ 76,215.00	$ 47,922.52	$ 1,350,917.48
2029	$ 92,726.40	$ 164,897.35	$ 15,127.65	$ 13,711.23	$ 390,000.00	$ 551,001.26	$ 74,335.00	$ 48,880.97	$ 1,350,679.87
2030	$ 98,025.05	$ 159,913.30	$ 14,664.02	$ 13,985.46	$ 403,000.00	$ 539,301.26	$ 72,385.00	$ 49,858.59	$ 1,351,132.69
2031	$ 105,973.03	$ 154,644.46	$ 14,173.89	$ 14,265.17	$ 413,000.00	$ 527,211.26	$ 70,370.00	$ 50,855.76	$ 1,350,493.58
2032	$ 111,271.68	$ 148,948.40	$ 13,644.03	$ 14,550.47	$ 427,000.00	$ 514,821.26	$ 68,305.00	$ 51,872.88	$ 1,350,413.73
2033	$ 116,570.33	$ 142,967.56	$ 13,087.67	$ 14,841.49	$ 445,000.00	$ 500,410.00	$ 66,170.00	$ 52,910.34	$ 1,351,957.39
2034	$ 124,518.31	$ 136,701.89	$ 12,504.82	$ 15,138.31	$ 459,000.00	$ 485,391.26	$ 63,945.00	$ 53,968.55	$ 1,351,168.15
2035	$ 127,167.64	$ 130,009.04	$ 11,882.23	$ 15,441.08	$ 477,000.00	$ 469,900.00	$ 61,650.00	$ 55,047.92	$ 1,348,097.90
2036	$ 135,115.61	$ 123,173.78	$ 11,246.39	$ 15,749.90	$ 494,000.00	$ 453,801.26	$ 59,265.00	$ 56,148.88	$ 1,348,500.83
2037	$ 143,063.59	$ 115,911.32	$ 10,570.81	$ 16,064.90	$ 513,000.00	$ 437,128.76	$ 56,795.00	$ 57,271.86	$ 1,349,806.24
2038	$ 151,011.57	$ 108,221.65	$ 9,855.49	$ 16,386.20	$ 531,000.00	$ 419,815.00	$ 54,230.00	$ 58,417.30	$ 1,348,937.21
2039	$ 158,959.55	$ 100,104.77	$ 9,100.43	$ 16,713.92	$ 552,000.00	$ 401,893.76	$ 51,575.00	$ 59,585.65	$ 1,349,933.09
2040	$ 169,556.85	$ 91,362.00	$ 8,305.64	$ 17,048.20	$ 570,000.00	$ 383,263.76	$ 48,815.00	$ 60,777.36	$ 1,349,128.81
2041	$ 180,154.15	$ 82,036.37	$ 7,457.85	$ 17,389.17	$ 591,000.00	$ 364,026.26	$ 45,965.00	$ 61,992.91	$ 1,350,021.72
2042	$ 190,751.46	$ 72,127.89	$ 6,557.08	$ 17,736.95	$ 612,000.00	$ 344,080.00	$ 43,010.00	$ 63,232.77	$ 1,349,496.16
2043	$ 201,348.76	$ 61,636.56	$ 5,603.32	$ 18,091.69	$ 639,000.00	$ 319,600.00	$ 39,950.00	$ 64,497.43	$ 1,349,727.77
2044	$ 211,946.06	$ 50,562.38	$ 4,596.58	$ 18,453.53	$ 668,000.00	$ 294,040.00	$ 36,755.00	$ 65,787.38	$ 1,350,140.93
2045	$ 222,543.37	$ 38,905.35	$ 3,536.85	$ 18,822.60	$ 696,000.00	$ 267,320.00	$ 33,415.00	$ 67,103.13	$ 1,347,646.29
2046	$ 235,789.99	$ 26,665.46	$ 2,424.13	$ 19,199.05	$ 726,000.00	$ 239,480.00	$ 29,935.00	$ 68,445.19	$ 1,347,938.83
2047	$ 249,036.62	$ 13,697.01	$ 1,245.18	$ 19,583.04	$ 758,000.00	$ 210,440.00	$ 26,305.00	$ 69,814.09	$ 1,348,120.95
2048	$ -	$ -	$ -	$ -	$ 1,056,000.00	$ 180,120.00	$ 22,515.00	$ 71,210.37	$ 1,329,845.37
2049	$ -	$ -	$ -	$ -	$ 1,101,000.00	$ 137,880.00	$ 17,235.00	$ 72,634.58	$ 1,328,749.58
2050	$ -	$ -	$ -	$ -	$ 1,148,000.00	$ 93,840.00	$ 11,730.00	$ 74,087.27	$ 1,327,657.27
2051	$ -	$ -	$ -	$ -	$ 1,198,000.00	$ 47,920.00	$ 5,990.00	$ 75,569.02	$ 1,327,479.02
Total	**$ 3,279,865.31**	**$ 2,443,142.03**	**$ 223,563.36**	**$ 357,841.78**	**$ 15,965,000.00**	**$ 9,900,353.88**	**$ 1,294,725.00**	**$ 1,543,505.05**	**$ 35,007,996.41**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-1 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

			Improvement Area #3 Assessment Roll [a], [d]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1048855	Lot Type 9		$ 37,757.40	$ 3,184.20
1048856	Lot Type 9		$ 37,757.40	$ 3,184.20
1048857	Lot Type 9		$ 37,757.40	$ 3,184.20
1048858	Lot Type 9		$ 37,757.40	$ 3,184.20
1048859	Lot Type 9		$ 37,757.40	$ 3,184.20
1048860	Lot Type 9		$ 37,757.40	$ 3,184.20
1048847	Lot Type 9		$ 37,757.40	$ 3,184.20
1048848	Lot Type 9		$ 37,757.40	$ 3,184.20
1048849	Lot Type 9		$ 37,757.40	$ 3,184.20
1048850	Lot Type 9		$ 37,757.40	$ 3,184.20
1048851	Lot Type 9		$ 37,757.40	$ 3,184.20
1048852	Lot Type 9		$ 37,757.40	$ 3,184.20
1048853	Lot Type 9		$ 37,757.40	$ 3,184.20
1048854	Lot Type 9		$ 37,757.40	$ 3,184.20
1048704	Lot Type 9		$ 37,757.40	$ 3,184.20
1048705	Lot Type 9		$ 37,757.40	$ 3,184.20
1048706	Lot Type 9		$ 37,757.40	$ 3,184.20
1048707	Lot Type 9		$ 37,757.40	$ 3,184.20
1048708	Lot Type 9		$ 37,757.40	$ 3,184.20
1048709	Lot Type 9		$ 37,757.40	$ 3,184.20
1048710	Lot Type 9		$ 37,757.40	$ 3,184.20
1048711	Lot Type 9		$ 37,757.40	$ 3,184.20
1048712	Lot Type 9		$ 37,757.40	$ 3,184.20
1048713	Lot Type 9		$ 37,757.40	$ 3,184.20
1048714	Lot Type 9		$ 37,757.40	$ 3,184.20
1048715	Lot Type 9		$ 37,757.40	$ 3,184.20
1048716	Lot Type 9		$ 37,757.40	$ 3,184.20
1048717	Lot Type 9		$ 37,757.40	$ 3,184.20
1048718	Lot Type 9		$ 37,757.40	$ 3,184.20
1048892	Lot Type 9		$ 37,757.40	$ 3,184.20
1048893	Lot Type 9		$ 37,757.40	$ 3,184.20
1048894	Lot Type 9		$ 37,757.40	$ 3,184.20
1048895	Non-Benefited Property		$ -	$ -
1048872	Lot Type 9		$ 37,757.40	$ 3,184.20
1048873	Lot Type 9		$ 37,757.40	$ 3,184.20
1048874	Lot Type 9		$ 37,757.40	$ 3,184.20
1048875	Lot Type 9		$ 37,757.40	$ 3,184.20
1048876	Lot Type 9		$ 37,757.40	$ 3,184.20
1048877	Lot Type 9		$ 37,757.40	$ 3,184.20
1048878	Lot Type 9		$ 37,757.40	$ 3,184.20

			Improvement Area #3 Assessment Roll [a], [d]	
Property ID	Lot Type	Notes	Outstanding Assessment[b]	Annual Installment Due 1/31/2026
1048879	Lot Type 9		$ 37,757.40	$ 3,184.20
1048880	Lot Type 9		$ 37,757.40	$ 3,184.20
1048881	Lot Type 9		$ 37,757.40	$ 3,184.20
1048882	Lot Type 9		$ 37,757.40	$ 3,184.20
1048883	Lot Type 9		$ 37,757.40	$ 3,184.20
1048884	Lot Type 9		$ 37,757.40	$ 3,184.20
1048885	Lot Type 9		$ 37,757.40	$ 3,184.20
1048886	Lot Type 9		$ 37,757.40	$ 3,184.20
1048887	Lot Type 9		$ 37,757.40	$ 3,184.20
68268	Improvement Area #3 Remainder Parcel	[c]	$ 3,096,365.72	$ 261,126.36
68277	Improvement Area #3 Remainder Parcel	[c]	$ 554,460.45	$ 46,759.41
147863	Improvement Area #3 Remainder Parcel	[c]	$ 917,818.79	$ 77,402.57
Total			**$ 6,381,000.00**	**$ 538,129.94**

Notes:

[a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] The entire Improvement Area #3 Remainder Parcel is contained within Property IDs 68268, 68277, and 147863. For billing purposes, the Improvement Area #3 Annual Installment due 1/31/2026 allocable to the Improvement Area #3 Remainder Parcel shall be allocated pro rata based on acreage. Future allocation of the Improvement Area #3 Assessment will be done in accordance with **Section VI** of this 2025 A&R Service and Assessment Plan.

[d] The Improvement Area #3 Assessment Roll only shows the portion of the Improvement Area #3 Annual Installment associated with the Improvement Area #3 Assessment. The Parcels in Improvement Area #3 are also allocated a portion of the Major Improvement Area Assessment. See **Exhibit F-1** for the Major Improvement Area Assessment Roll

EXHIBIT J-2 – IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #3 Bond				Annual Installment[b]
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest[a]	Additional Interest	Administrative Expenses	
2026	$ 22,188.12	$ 49,583.98	$ 4,578.15	$ 5,118.11	$ 94,000.00	$ 372,225.00	$ 31,905.00	$ 40,000.00	$ 619,598.36
2027	$ 23,667.33	$ 48,474.58	$ 4,467.21	$ 3,737.25	$ 74,000.00	$ 392,937.50	$ 31,435.00	$ 40,800.00	$ 619,518.86
2028	$ 25,146.54	$ 47,291.21	$ 4,348.87	$ 3,811.99	$ 78,000.00	$ 388,312.50	$ 31,065.00	$ 41,616.00	$ 619,592.11
2029	$ 25,886.14	$ 46,033.88	$ 4,223.14	$ 3,888.23	$ 83,000.00	$ 383,437.50	$ 30,675.00	$ 42,448.32	$ 619,592.22
2030	$ 27,365.35	$ 44,642.50	$ 4,093.71	$ 3,966.00	$ 88,000.00	$ 378,250.00	$ 30,260.00	$ 43,297.29	$ 619,874.85
2031	$ 29,584.16	$ 43,171.62	$ 3,956.88	$ 4,045.32	$ 92,000.00	$ 372,750.00	$ 29,820.00	$ 44,163.24	$ 619,491.22
2032	$ 31,063.37	$ 41,581.46	$ 3,808.96	$ 4,126.22	$ 98,000.00	$ 367,000.00	$ 29,360.00	$ 45,046.50	$ 619,986.52
2033	$ 32,542.58	$ 39,911.81	$ 3,653.64	$ 4,208.75	$ 104,000.00	$ 360,875.00	$ 28,870.00	$ 45,947.43	$ 620,009.21
2034	$ 34,761.39	$ 38,162.64	$ 3,490.93	$ 4,292.92	$ 110,000.00	$ 354,375.00	$ 28,350.00	$ 46,866.38	$ 620,299.27
2035	$ 35,501.00	$ 36,294.22	$ 3,317.12	$ 4,378.78	$ 117,000.00	$ 347,500.00	$ 27,800.00	$ 47,803.71	$ 619,594.83
2036	$ 37,719.81	$ 34,386.04	$ 3,139.62	$ 4,466.36	$ 124,000.00	$ 340,187.50	$ 27,215.00	$ 48,759.78	$ 619,874.11
2037	$ 39,938.62	$ 32,358.60	$ 2,951.02	$ 4,555.69	$ 131,000.00	$ 332,437.50	$ 26,595.00	$ 49,734.98	$ 619,571.41
2038	$ 42,157.43	$ 30,211.90	$ 2,751.33	$ 4,646.80	$ 139,000.00	$ 324,250.00	$ 25,940.00	$ 50,729.68	$ 619,687.14
2039	$ 44,376.24	$ 27,945.94	$ 2,540.54	$ 4,739.74	$ 148,000.00	$ 315,562.50	$ 25,245.00	$ 51,744.27	$ 620,154.23
2040	$ 47,334.66	$ 25,505.25	$ 2,318.66	$ 4,834.53	$ 156,000.00	$ 306,312.50	$ 24,505.00	$ 52,779.16	$ 619,589.76
2041	$ 50,293.08	$ 22,901.84	$ 2,081.99	$ 4,931.22	$ 166,000.00	$ 296,562.50	$ 23,725.00	$ 53,834.74	$ 620,330.36
2042	$ 53,251.49	$ 20,135.72	$ 1,830.52	$ 5,029.85	$ 176,000.00	$ 286,187.50	$ 22,895.00	$ 54,911.43	$ 620,241.51
2043	$ 56,209.91	$ 17,206.89	$ 1,564.26	$ 5,130.44	$ 187,000.00	$ 275,187.50	$ 22,015.00	$ 56,009.66	$ 620,323.66
2044	$ 59,168.33	$ 14,115.34	$ 1,283.21	$ 5,233.05	$ 198,000.00	$ 263,500.00	$ 21,080.00	$ 57,129.85	$ 619,509.78
2045	$ 62,126.74	$ 10,861.09	$ 987.37	$ 5,337.71	$ 211,000.00	$ 251,125.00	$ 20,090.00	$ 58,272.45	$ 619,800.36
2046	$ 65,824.76	$ 7,444.11	$ 676.74	$ 5,444.47	$ 224,000.00	$ 237,937.50	$ 19,035.00	$ 59,437.90	$ 619,800.48
2047	$ 69,522.78	$ 3,823.75	$ 347.61	$ 5,553.36	$ 238,000.00	$ 223,937.50	$ 17,915.00	$ 60,626.66	$ 619,726.67
2048	$ -	$ -	$ -	$ -	$ 333,000.00	$ 209,062.50	$ 16,725.00	$ 61,839.19	$ 620,626.69
2049	$ -	$ -	$ -	$ -	$ 354,000.00	$ 188,250.00	$ 15,060.00	$ 63,075.97	$ 620,385.97
2050	$ -	$ -	$ -	$ -	$ 377,000.00	$ 166,125.00	$ 13,290.00	$ 64,337.49	$ 620,752.49
2051	$ -	$ -	$ -	$ -	$ 401,000.00	$ 142,562.50	$ 11,405.00	$ 65,624.24	$ 620,591.74
2052	$ -	$ -	$ -	$ -	$ 427,000.00	$ 117,500.00	$ 9,400.00	$ 66,936.72	$ 620,836.72
2053	$ -	$ -	$ -	$ -	$ 454,000.00	$ 90,812.50	$ 7,265.00	$ 68,275.45	$ 620,352.95
2054	$ -	$ -	$ -	$ -	$ 484,000.00	$ 62,437.50	$ 4,995.00	$ 69,640.96	$ 621,073.46
2055	$ -	$ -	$ -	$ -	$ 515,000.00	$ 32,187.50	$ 2,575.00	$ 71,033.78	$ 620,796.28
Total	**$ 915,629.83**	**$ 682,044.39**	**$ 62,411.49**	**$ 101,476.80**	**$ 6,381,000.00**	**$ 8,179,787.50**	**$ 656,510.00**	**$ 1,622,723.23**	**$ 18,601,583.24**

Notes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes and subject to change at pricing.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT K – IMPROVEMENT AREA #4 ANNUAL INSTALLMENT

Annual Installment Due 1/31	Major Improvement Area Bond				Annual Installment[a], [b]
	Principal	Interest	Additional Interest	Administrative Expenses	
2026	$ 11,816.16	$ 26,405.67	$ 2,438.07	$ 2,725.62	$ 43,385.52
2027	$ 12,603.90	$ 25,814.86	$ 2,378.99	$ 1,990.25	$ 42,788.00
2028	$ 13,391.65	$ 25,184.67	$ 2,315.97	$ 2,030.06	$ 42,922.34
2029	$ 13,785.52	$ 24,515.09	$ 2,249.01	$ 2,070.66	$ 42,620.27
2030	$ 14,573.26	$ 23,774.11	$ 2,180.08	$ 2,112.07	$ 42,639.53
2031	$ 15,754.88	$ 22,990.80	$ 2,107.22	$ 2,154.31	$ 43,007.21
2032	$ 16,542.62	$ 22,143.97	$ 2,028.44	$ 2,197.40	$ 42,912.44
2033	$ 17,330.37	$ 21,254.81	$ 1,945.73	$ 2,241.35	$ 42,772.25
2034	$ 18,511.98	$ 20,323.30	$ 1,859.08	$ 2,286.17	$ 42,980.53
2035	$ 18,905.86	$ 19,328.28	$ 1,766.52	$ 2,331.90	$ 42,332.55
2036	$ 20,087.47	$ 18,312.09	$ 1,671.99	$ 2,378.53	$ 42,450.09
2037	$ 21,269.09	$ 17,232.39	$ 1,571.55	$ 2,426.11	$ 42,499.13
2038	$ 22,450.70	$ 16,089.18	$ 1,465.20	$ 2,474.63	$ 42,479.71
2039	$ 23,632.32	$ 14,882.45	$ 1,352.95	$ 2,524.12	$ 42,391.84
2040	$ 25,207.81	$ 13,582.68	$ 1,234.79	$ 2,574.60	$ 42,599.87
2041	$ 26,783.30	$ 12,196.25	$ 1,108.75	$ 2,626.09	$ 42,714.39
2042	$ 28,358.78	$ 10,723.16	$ 974.83	$ 2,678.62	$ 42,735.40
2043	$ 29,934.27	$ 9,163.43	$ 833.04	$ 2,732.19	$ 42,662.93
2044	$ 31,509.76	$ 7,517.05	$ 683.37	$ 2,786.83	$ 42,497.01
2045	$ 33,085.25	$ 5,784.01	$ 525.82	$ 2,842.57	$ 42,237.65
2046	$ 35,054.61	$ 3,964.32	$ 360.39	$ 2,899.42	$ 42,278.74
2047	$ 37,023.97	$ 2,036.32	$ 185.12	$ 2,957.41	$ 42,202.81
Total	**$ 487,613.52**	**$ 363,218.91**	**$ 33,236.89**	**$ 54,040.90**	**$ 938,110.21**

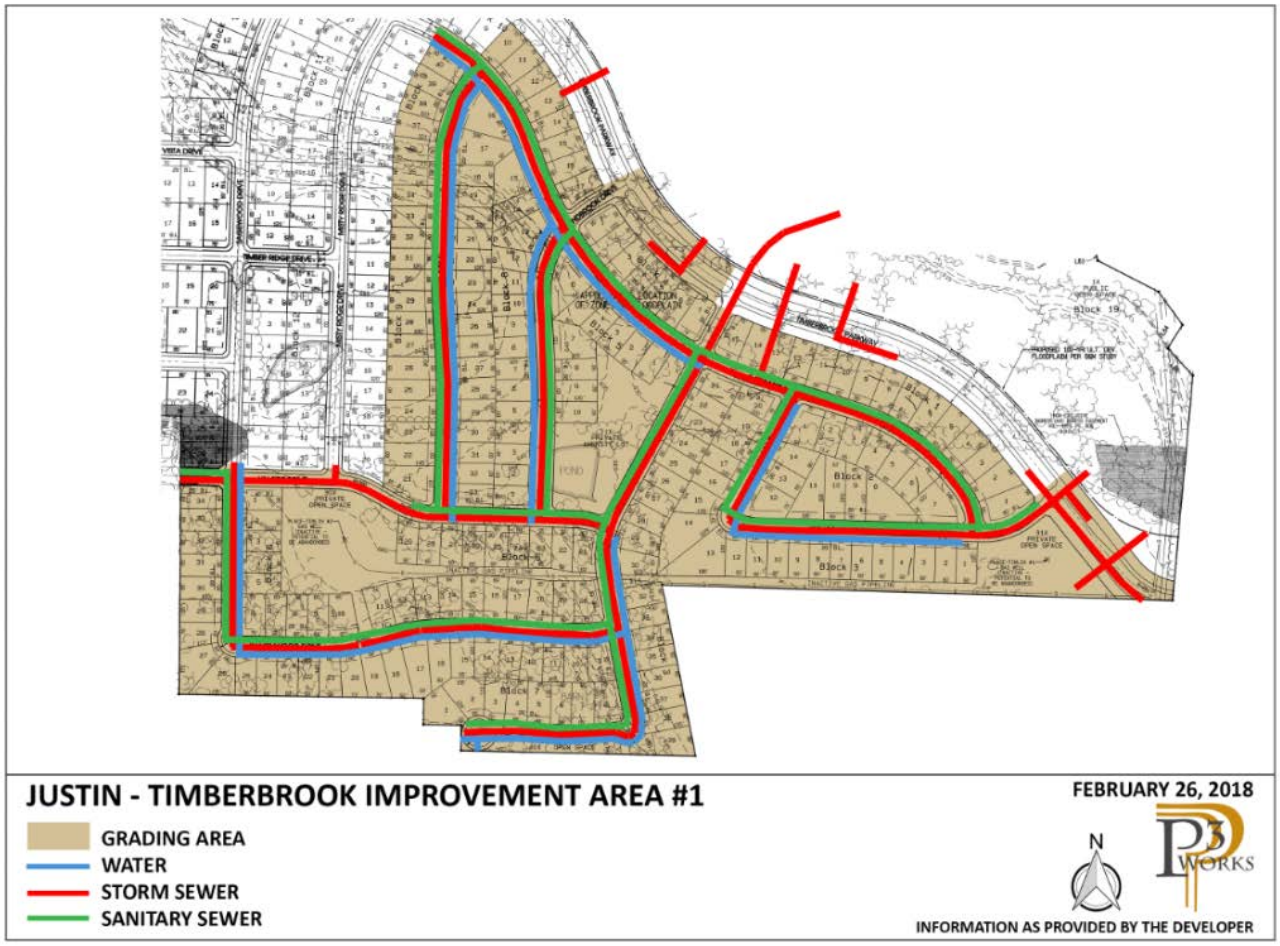
Notes:

[a] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

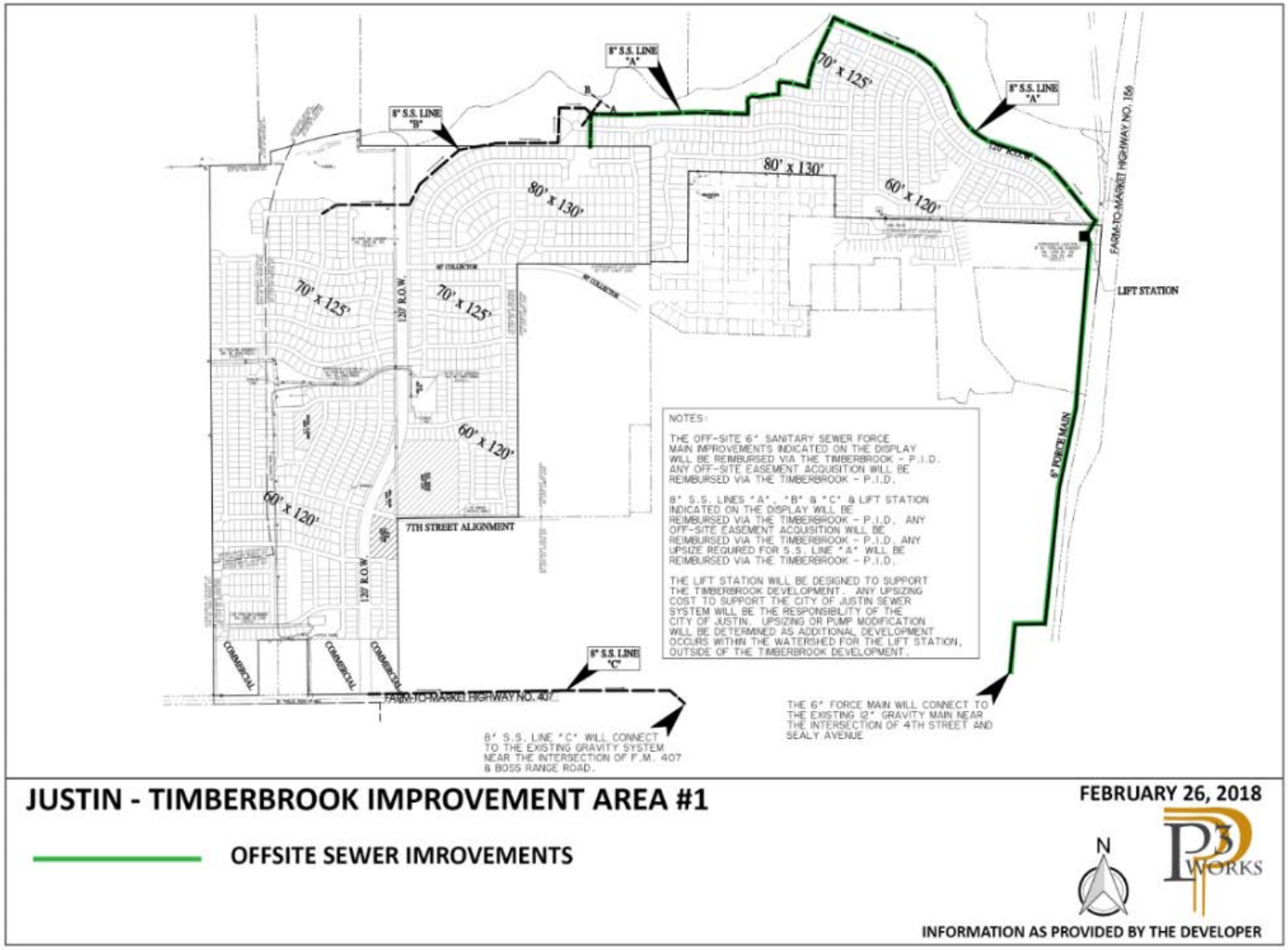
[b] The Improvement Area #4 Condo Regime filed on March 10, 2025, anticipates the construction of up to 160 lots.

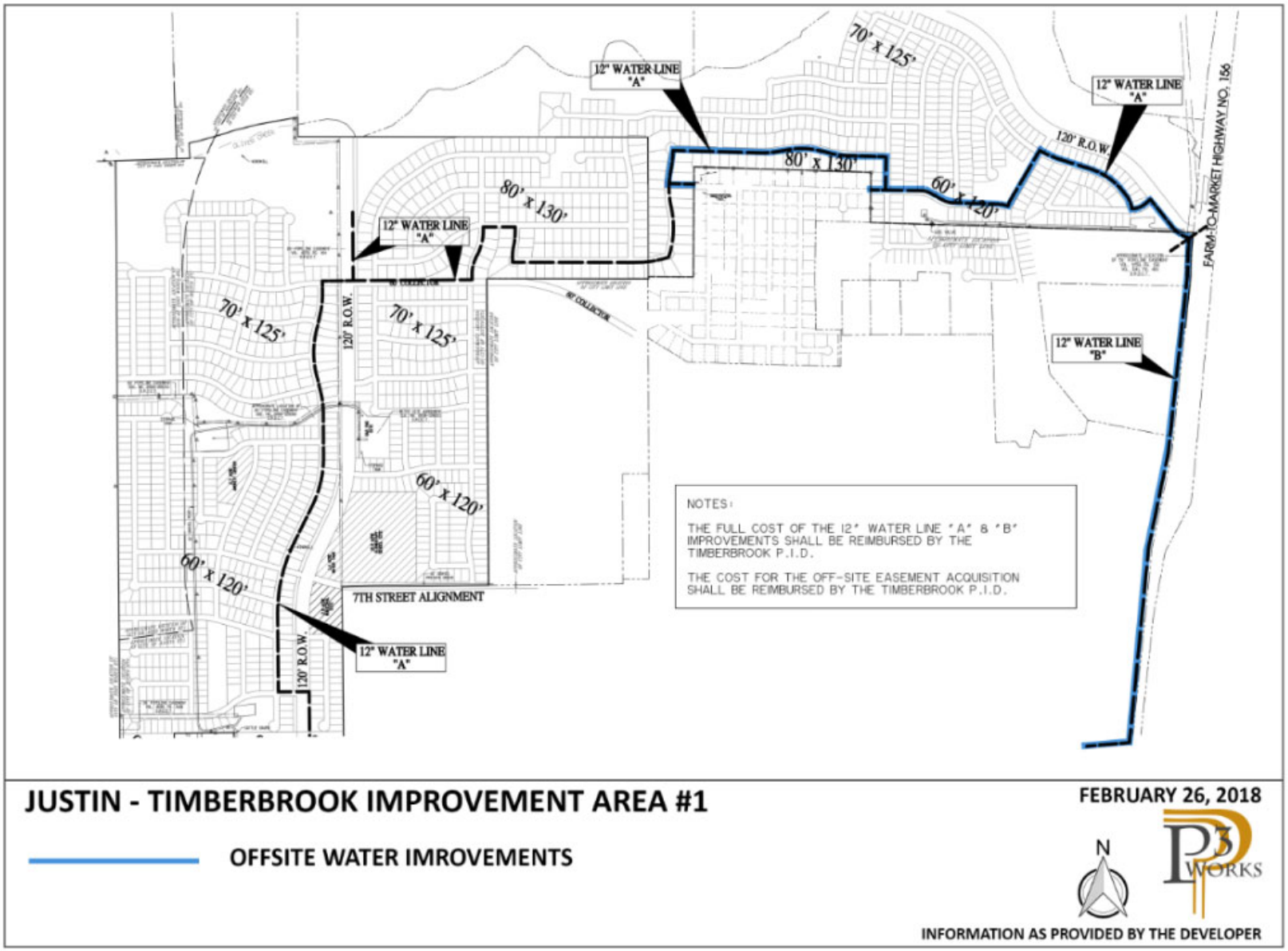
EXHIBIT L – MAPS DEPICTING AUTHORIZED IMPROVEMENTS

Improvement Area #1 Improvements

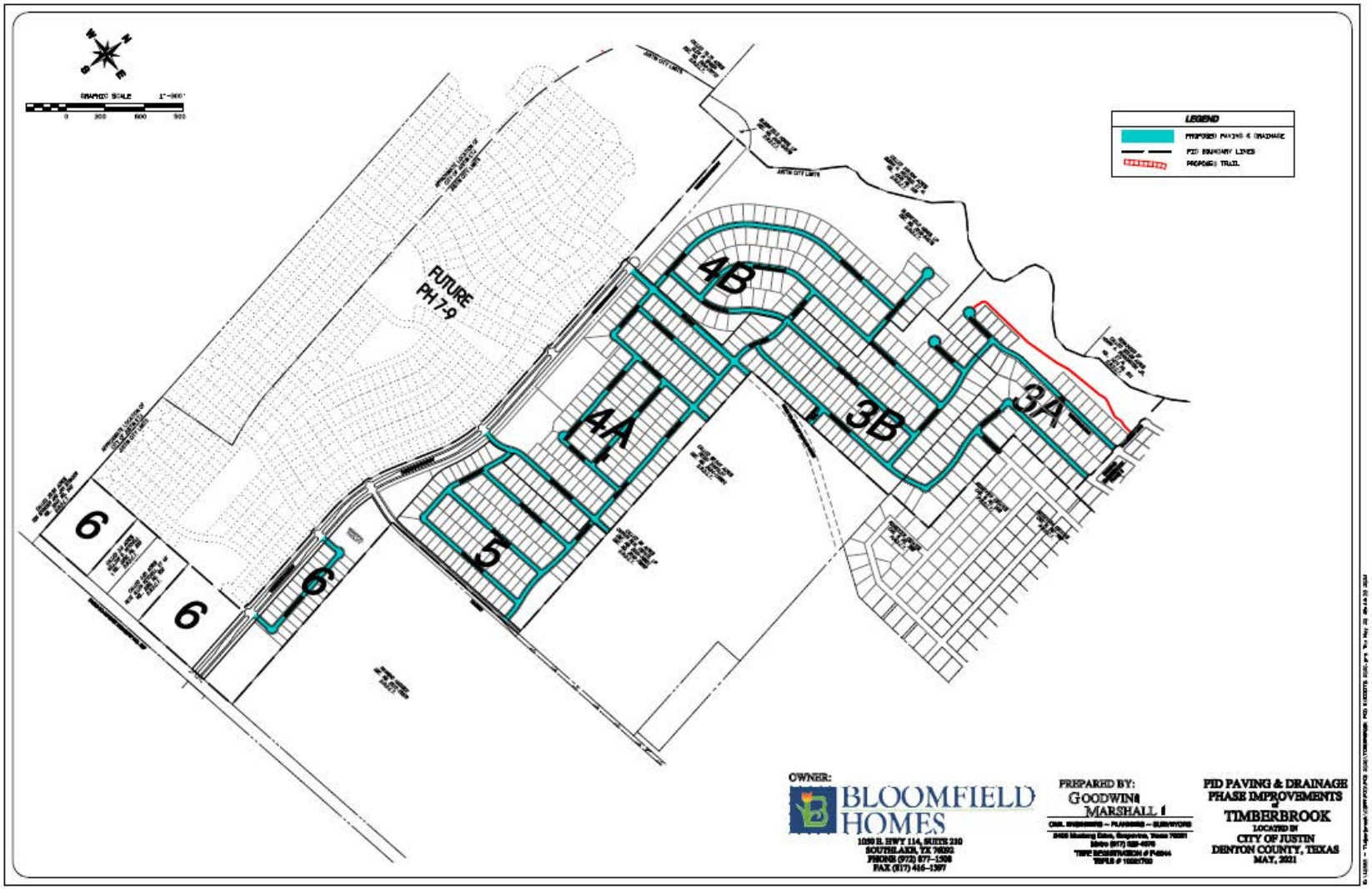


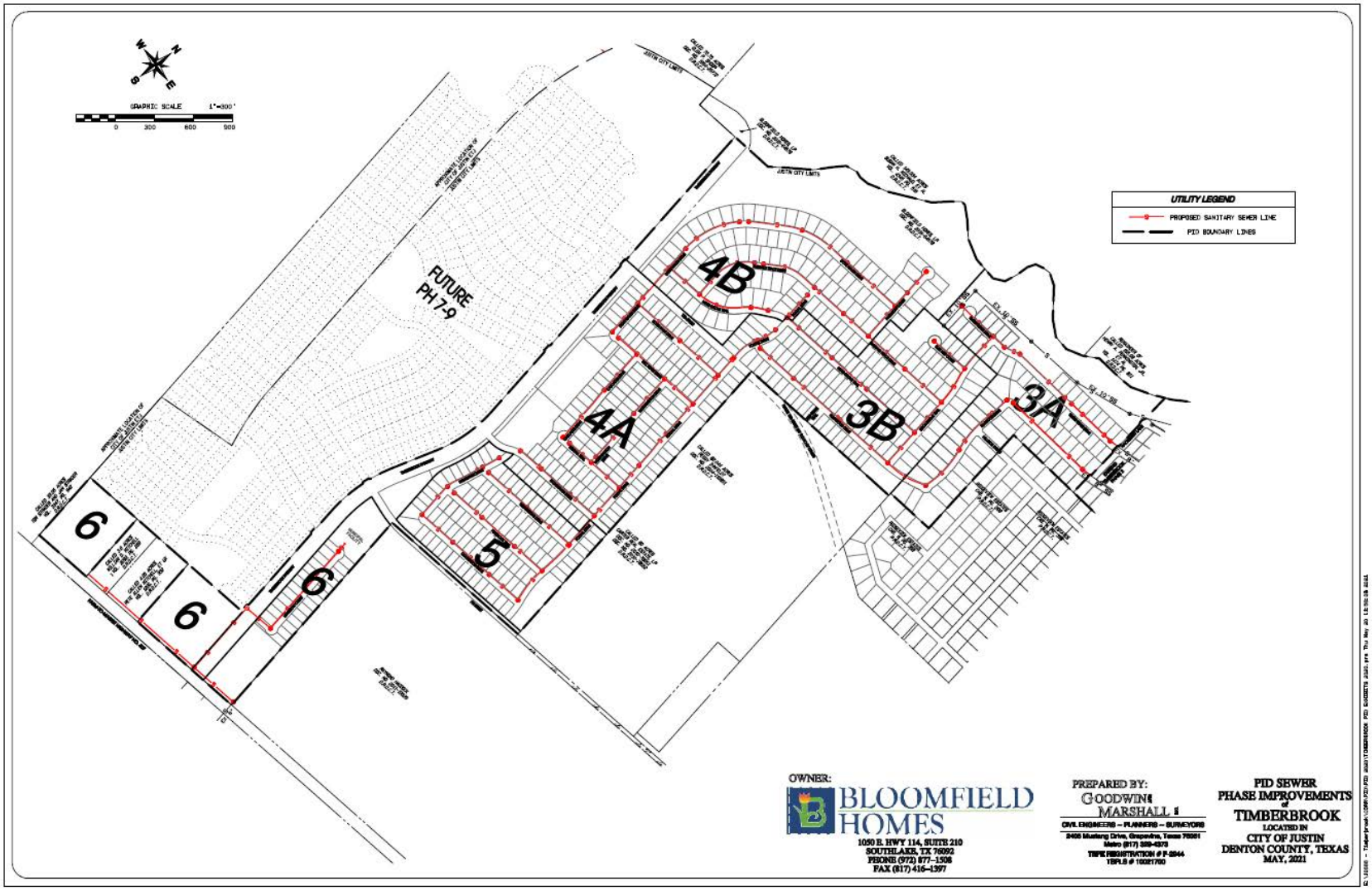
Major Improvements

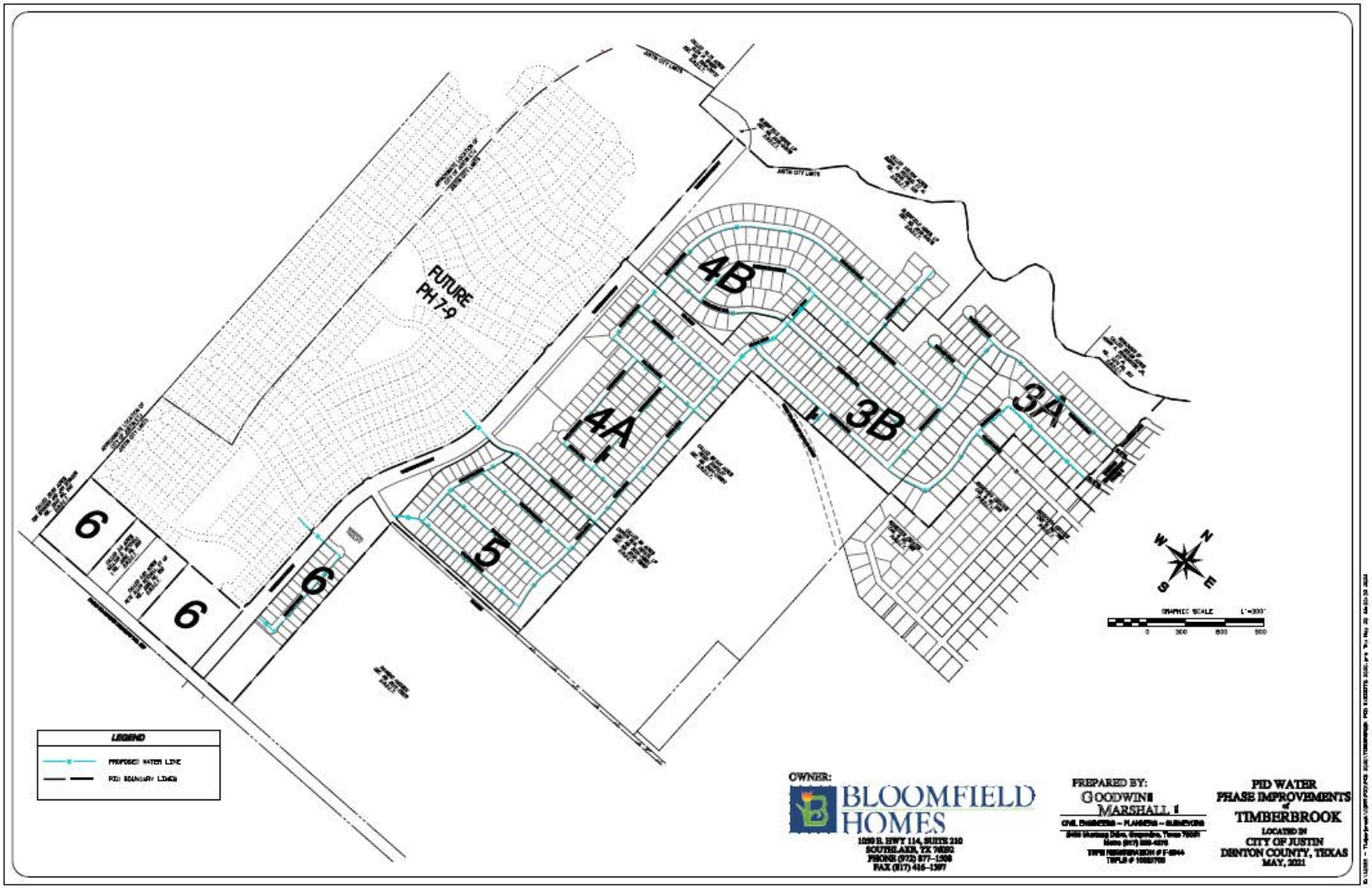



12" WATER LINE "A"
70' x 125'
12" WATER LINE "A"
120' R.O.W.
80' x 130'
60' x 120'
FARM-TO-MARKET HIGHWAY NO. 156
12" WATER LINE "A"
80' x 130'
12" WATER LINE "B"
70' x 125'
120' R.O.W.
70' x 125'
80' COLLECTOR
60' x 120'
60' x 120'
7TH STREET ALIGNMENT
12" WATER LINE "A"
120' R.O.W.
NOTES:
THE FULL COST OF THE 12" WATER LINE "A" & "B" IMPROVEMENTS SHALL BE REIMBURSED BY THE TIMBERBROOK P.I.D.
THE COST FOR THE OFF-SITE EASEMENT ACQUISITION SHALL BE REIMBURSED BY THE TIMBERBROOK P.I.D.
JUSTIN - TIMBERBROOK IMPROVEMENT AREA #1
FEBRUARY 26, 2018
OFFSITE WATER IMROVEMENTS
N
P3 WORKS
INFORMATION AS PROVIDED BY THE DEVELOPER

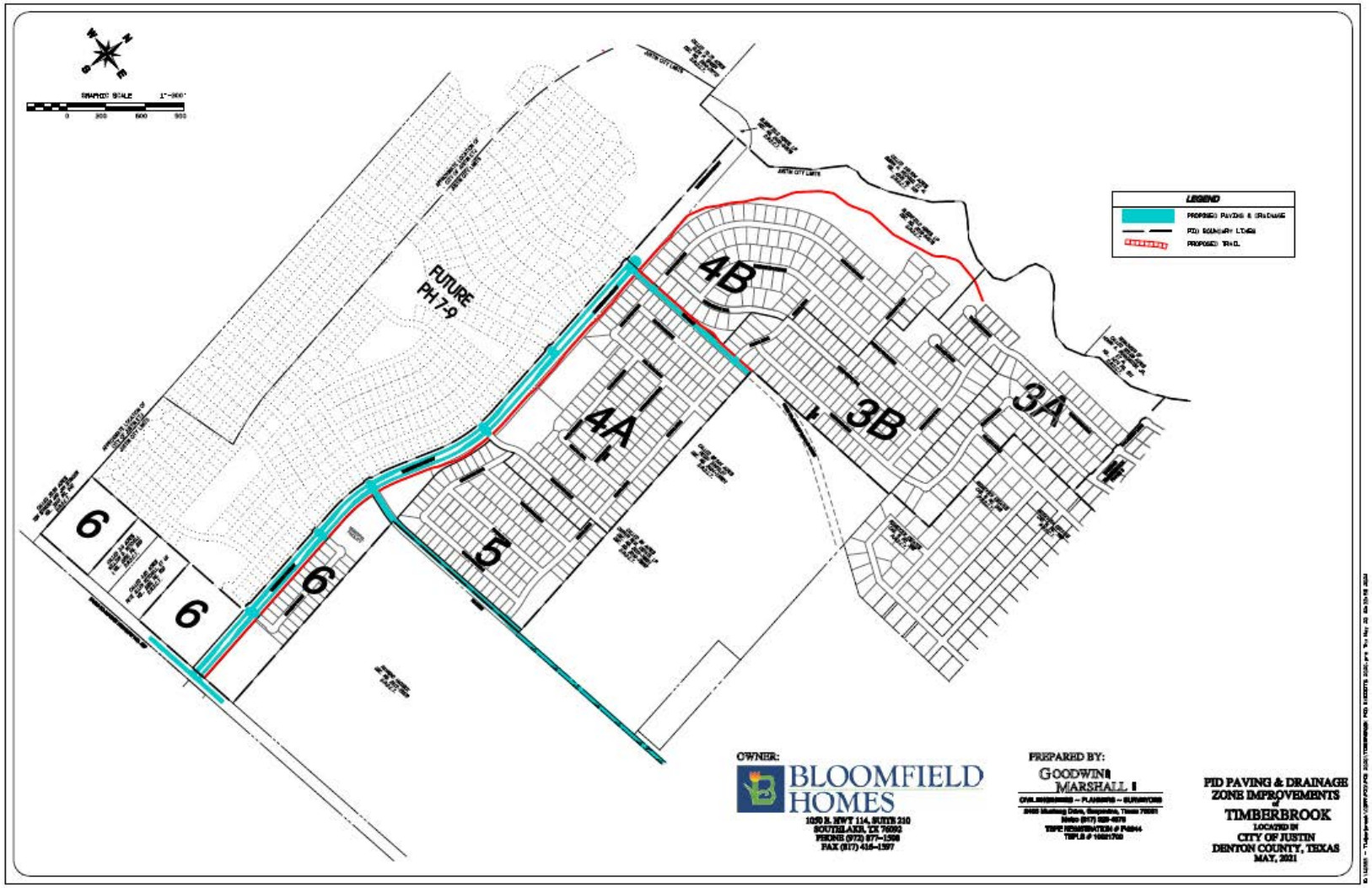
Improvement Area #2-A Improvements and Improvement Area #2-B Improvements

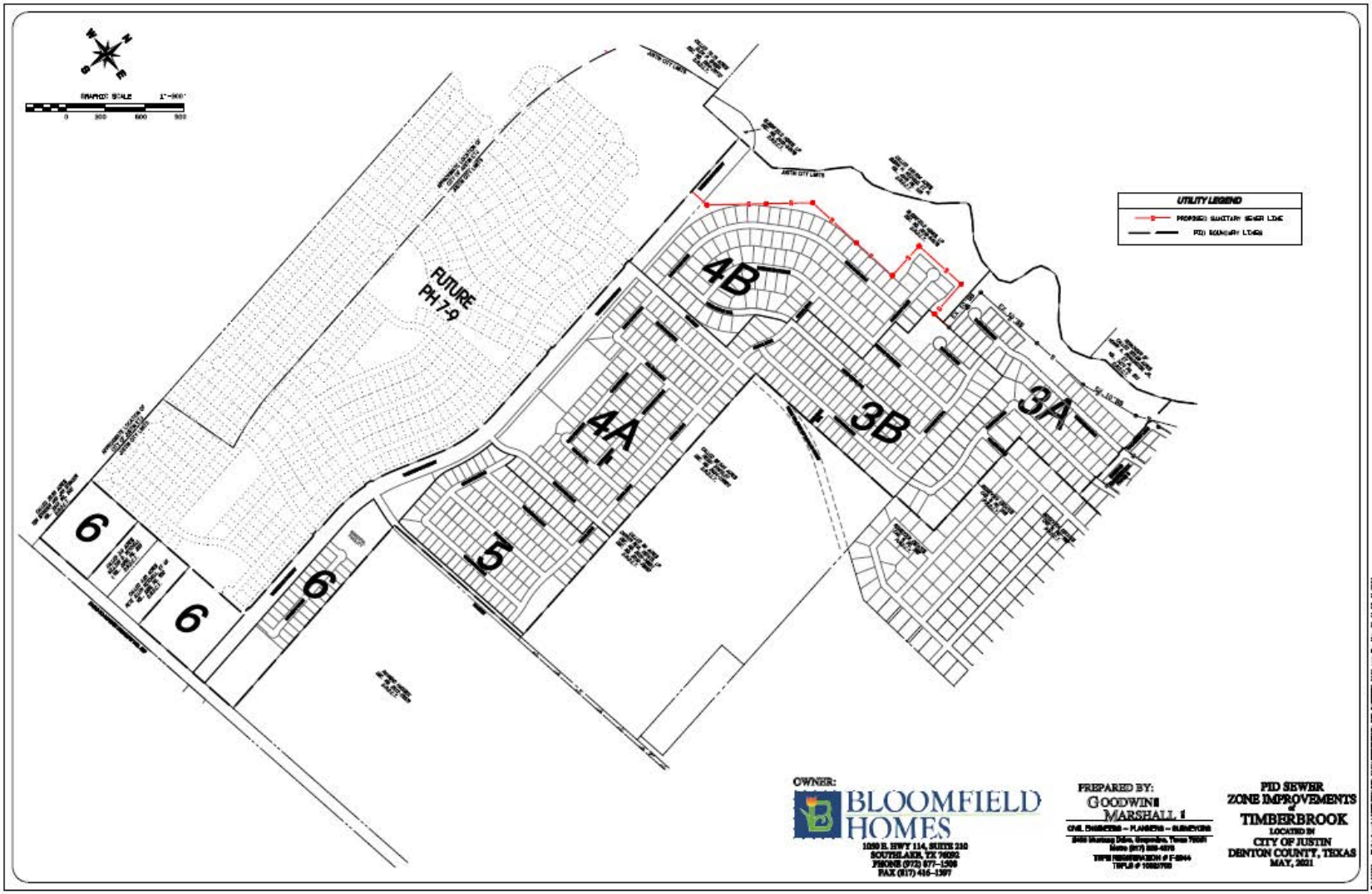


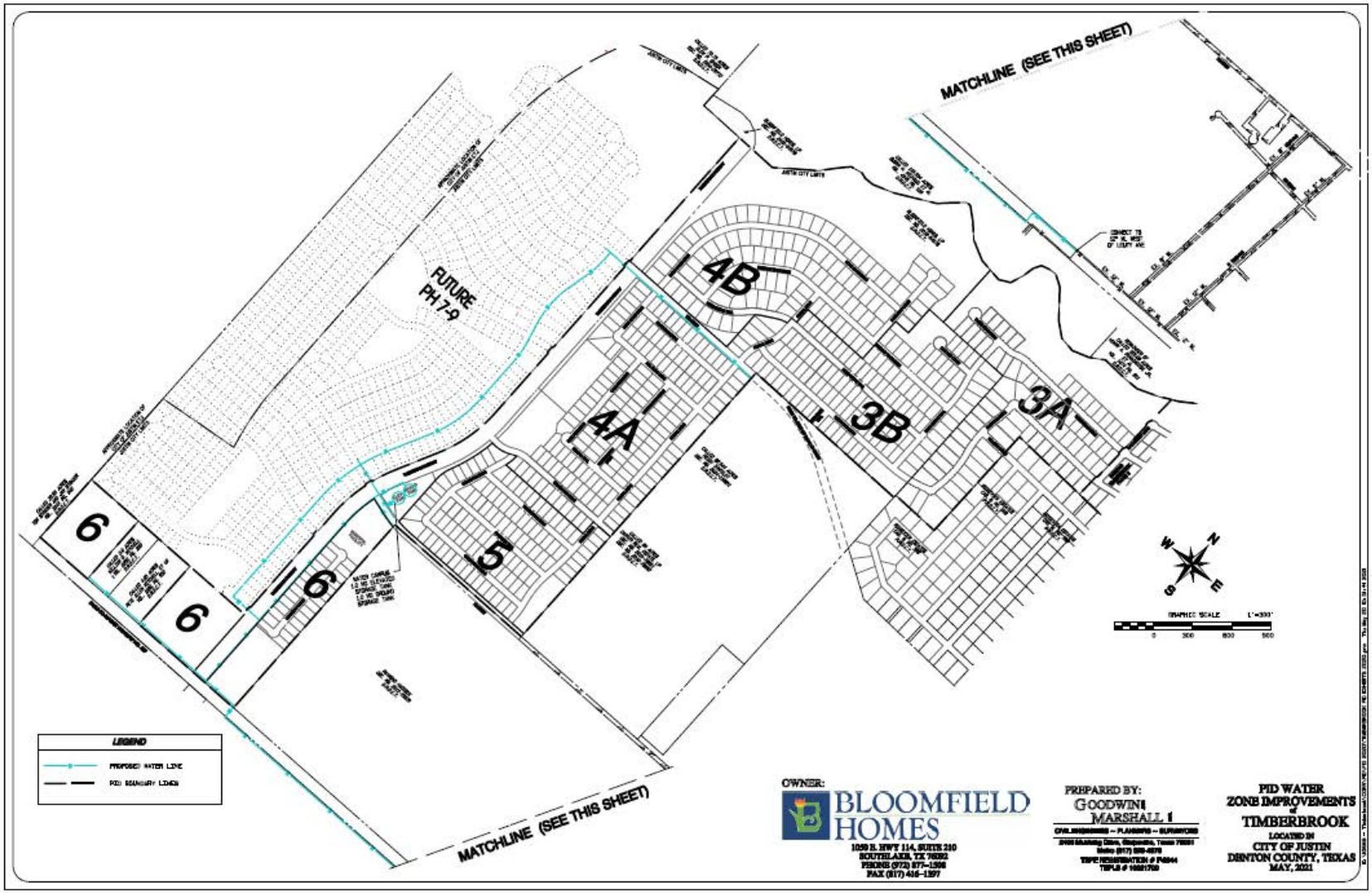

GRAPHIC SCALE 1"=300'
0 300 600 900
UTILITY LEGEND
PROPOSED SANITARY SEWER LINE
PID BOUNDARY LINES
FUTURE PH 7-9
4B
4A
3B
3A
5
6
6
6
OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
PHONE (972) 877-1508
FAX (817) 416-1397
PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
PID SEWER
PHASE IMPROVEMENTS
of
TIMBERBROOK
LOCATED IN
CITY OF JUSTIN
DENTON COUNTY, TEXAS
MAY, 2021


FUTURE PH 7-9
4B
4A
3B
3A
5
6
6
6
LEGEND
PROPOSED WATER LINE
PID BOUNDARY LINES
OWNER:
BLOOMFIELD HOMES
PREPARED BY:
GOODWIN MARSHALL
PID WATER PHASE IMPROVEMENTS OF TIMBERBROOK
LOCATED IN CITY OF JUSTIN DENTON COUNTY, TEXAS
MAY, 2021

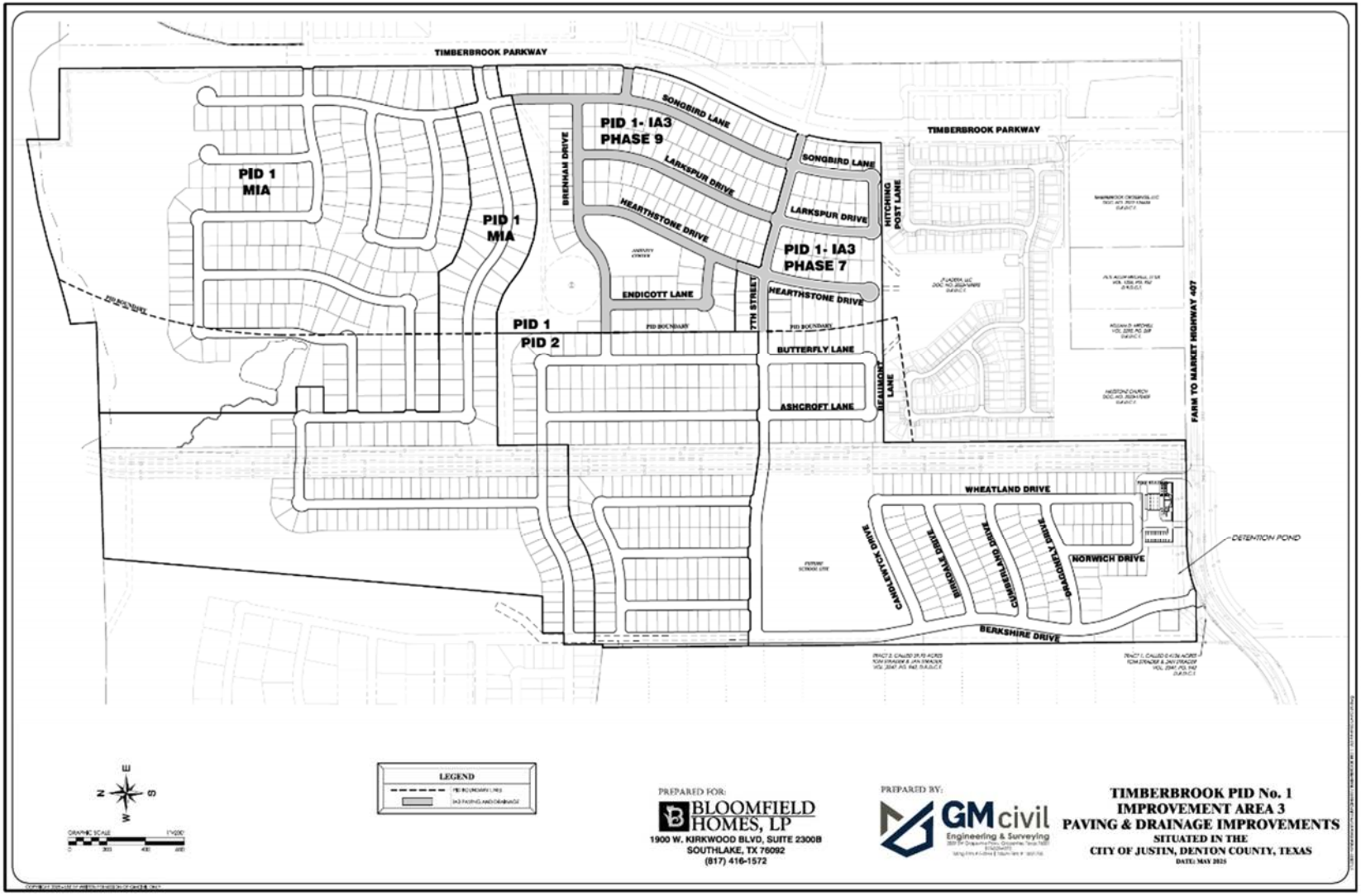
Improvement Area #2 Improvements

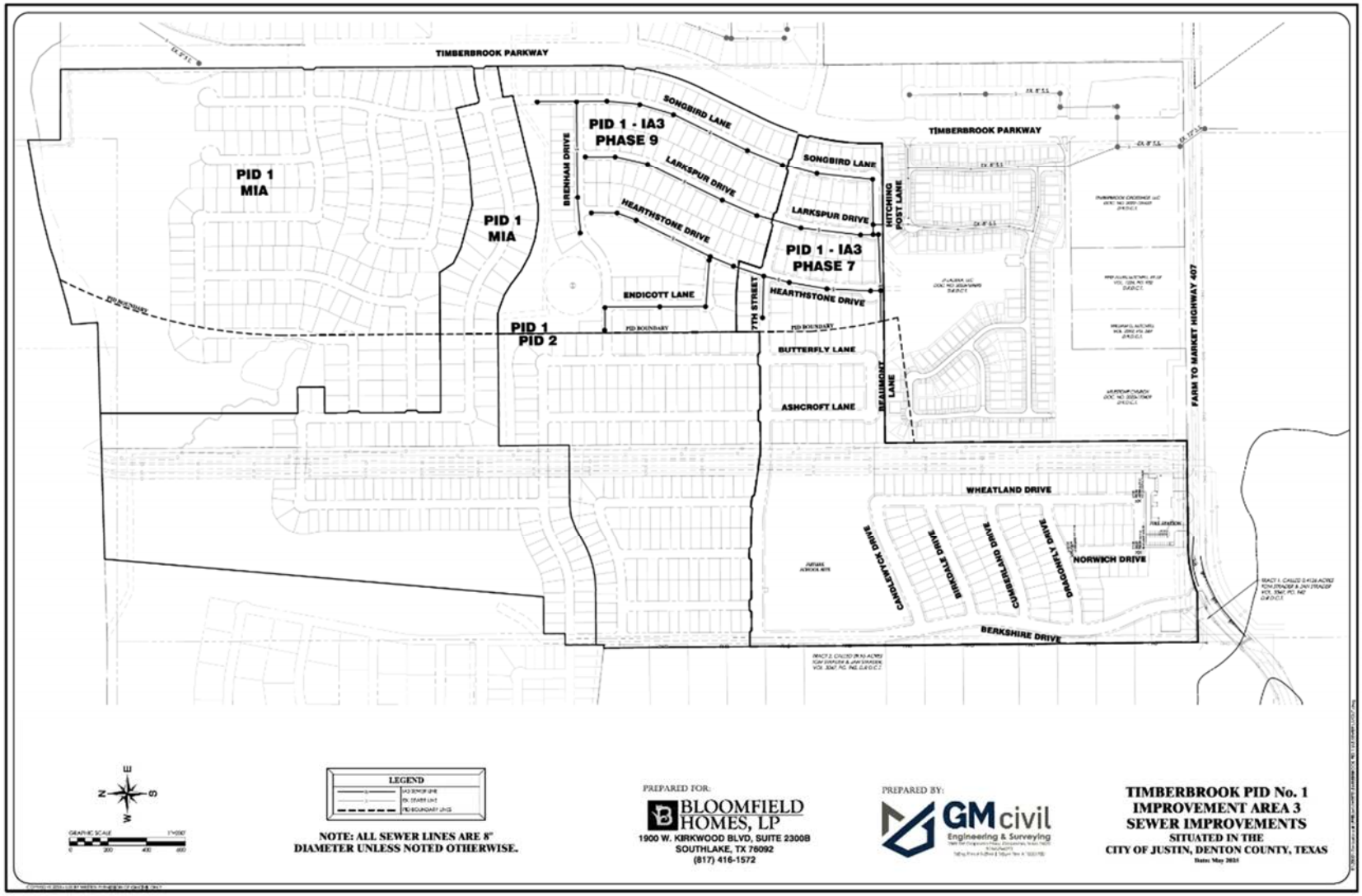



UTILITY LEGEND
FUTURE PH 7-9
4B
4A
3B
3A
6
6
6
5
OWNER:
BLOOMFIELD HOMES
PREPARED BY:
GOODWIN MARSHALL
PID SEWER ZONE IMPROVEMENTS OF TIMBERBROOK
LOCATED IN CITY OF JUSTIN DENTON COUNTY, TEXAS
MAY, 2021


MATCHLINE (SEE THIS SHEET)
FUTURE PH 7-9
4B
4A
3B
3A
6
6
6
5
LEGEND
MATCHLINE (SEE THIS SHEET)
OWNER:
BLOOMFIELD HOMES
PREPARED BY:
GOODWIN MARSHALL
PID WATER ZONE IMPROVEMENTS OF TIMBERBROOK
LOCATED IN
CITY OF JUSTIN
DENTON COUNTY, TEXAS
MAY, 2021

Improvement Area #3 Improvements




TIMBERBROOK PARKWAY
PID 1
MIA
PID 1
MIA
PID 1 - IA3
PHASE 9
SONGBIRD LANE
LARKSPUR DRIVE
HEARTHSTONE DRIVE
BRENHAM DRIVE
ENDICOTT LANE
7TH STREET
PID 1
PID 2
PID BOUNDARY
SONGBIRD LANE
LARKSPUR DRIVE
HEARTHSTONE DRIVE
PID 1 - IA3
PHASE 7
HITCHING POST LANE
TIMBERBROOK PARKWAY
FARM TO MARKET HIGHWAY 407
BUTTERFLY LANE
ASHCROFT LANE
BEAUMONT LANE
WHEATLAND DRIVE
NORWICH DRIVE
CAROLWOOD DRIVE
BRADDOCK DRIVE
CUMBERLAND DRIVE
DEACONSLY DRIVE
BERKSHIRE DRIVE
LEGEND
NOTE: ALL SEWER LINES ARE 8" DIAMETER UNLESS NOTED OTHERWISE.
PREPARED FOR:
BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
TIMBERBROOK PID No. 1
IMPROVEMENT AREA 3
SEWER IMPROVEMENTS
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS

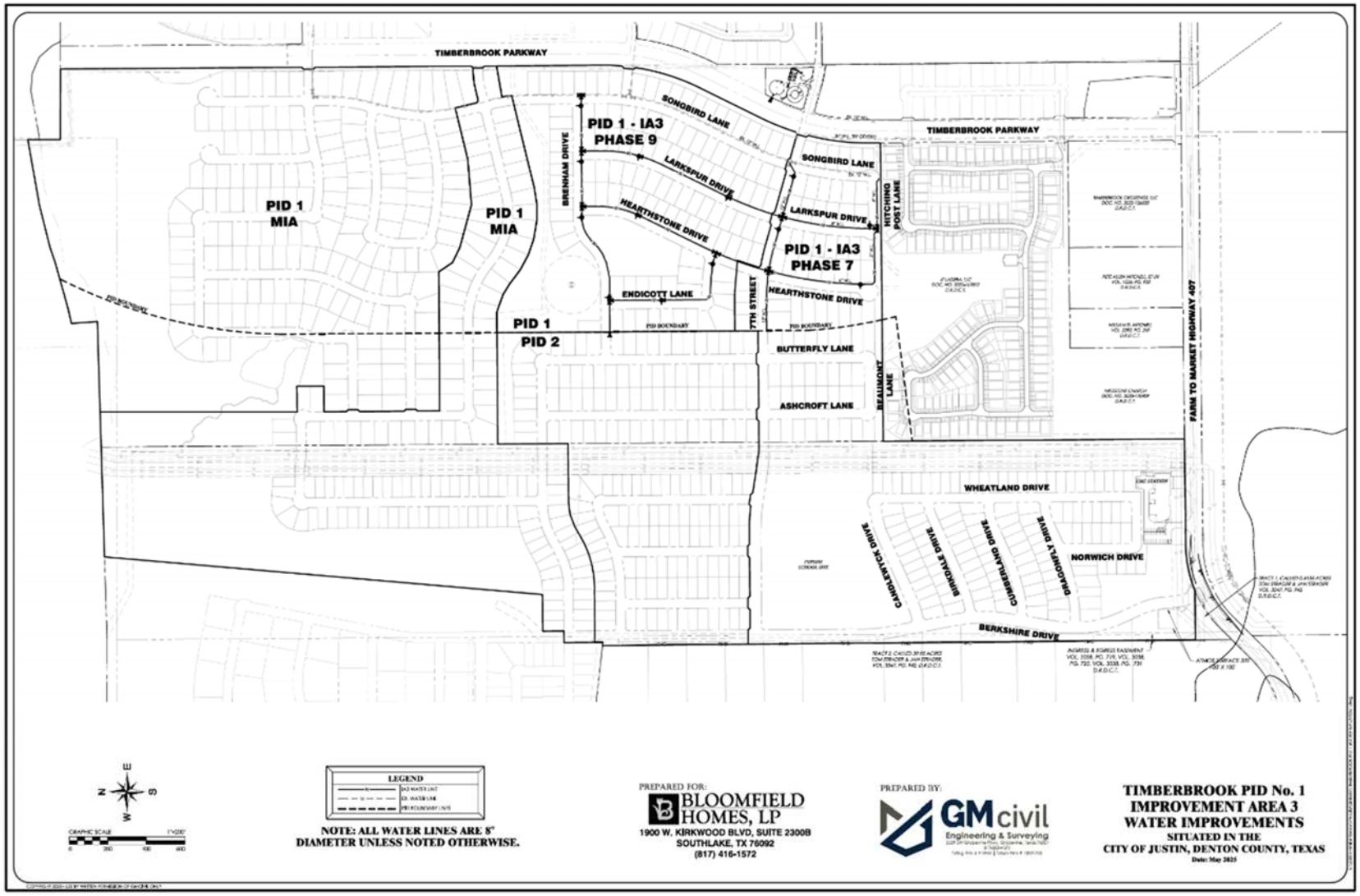

TIMBERBROOK PARKWAY
SONGBIRD LANE
PID 1 - IA3
PHASE 9
BRENHAM DRIVE
LARKSPUR DRIVE
HEARTHSTONE DRIVE
PID 1
MIA
PID 1
MIA
TIMBERBROOK PARKWAY
SONGBIRD LANE
HITCHING POST LANE
LARKSPUR DRIVE
PID 1 - IA3
PHASE 7
HEARTHSTONE DRIVE
ENDICOTT LANE
7TH STREET
PID BOUNDARY
PID BOUNDARY
PID 1
PID 2
BUTTERFLY LANE
ASHCROFT LANE
BEAUMONT LANE
FARM TO MARKET HIGHWAY 407
WHEATLAND DRIVE
CHADWICK DRIVE
SHERDALE DRIVE
CUMBERLAND DRIVE
DRAGONFLY DRIVE
NORWICH DRIVE
BERKSHIRE DRIVE
LEGEND
NOTE: ALL WATER LINES ARE 8" DIAMETER UNLESS NOTED OTHERWISE.
PREPARED FOR:
BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
TIMBERBROOK PID No. 1
IMPROVEMENT AREA 3
WATER IMPROVEMENTS
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS

EXHIBIT M – NOTICE OF TERMINATION OF ASSESSMENT

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Denton County Clerk's Office
Honorable [County Clerk Name]
Denton County Courts Building
1450 East McKinney St, Denton, TX 76209

Re: City of Justin Lien Release Documents for Filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Justin 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 Justin
Attn: [City Secretary]
415 N. College Avenue
PO Box 129
Justin, TX 76247

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
415 N. College Avenue
PO Box 129
Justin, TX 76247

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**
KNOW ALL MEN BY THESE PRESENTS:	**§**
COUNTY OF DENTON	**§**

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Justin, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Justin, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on September 25, 2017, the City Council for the City, approved Resolution No. 513-17, creating the Timberbrook Public Improvement District; and

WHEREAS, the Timberbrook Public Improvement District consists of approximately 571.79 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about _____, the City Council approved Ordinance No._____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Timberbrook Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Denton County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Denton 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 Denton 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 JUSTIN, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Justin, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT N-1 – DEBT SERVICE SCHEDULE FOR MAJOR IMPROVEMENT AREA BONDS

DEBT SERVICE REQUIREMENTS

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

Year Ending (September 30)	Principal	Interest[1]	Total
2018	$ -	$ 140,413	$ 140,413
2019	-	382,944	382,944
2020	120,000	382,944	502,944
2021	125,000	377,544	502,544
2022	130,000	371,919	501,919
2023	135,000	366,069	501,069
2024	140,000	359,994	499,994
2025	150,000	352,994	502,994
2026	155,000	345,494	500,494
2027	165,000	337,744	502,744
2028	175,000	329,494	504,494
2029	180,000	320,744	500,744
2030	190,000	311,069	501,069
2031	205,000	300,856	505,856
2032	215,000	289,838	504,838
2033	225,000	278,281	503,281
2034	240,000	266,188	506,188
2035	250,000	253,288	503,288
2036	265,000	239,850	504,850
2037	280,000	225,606	505,606
2038	295,000	210,556	505,556
2039	310,000	194,700	504,700
2040	330,000	177,650	507,650
2041	350,000	159,500	509,500
2042	370,000	140,250	510,250
2043	390,000	119,900	509,900
2044	410,000	98,450	508,450
2045	435,000	75,900	510,900
2046	460,000	51,975	511,975
2047	485,000	26,675	511,675
Total[2]	**$7,180,000**	**$7,488,825**	**$14,668,825**

(1) Includes capitalized interest through September 1, 2019.
(2) Totals may not add due to rounding.

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EXHIBIT N-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

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

Year Ending (September 30)	Principal	Interest[1]	Total
2018	$ -	$ 147,226	$ 147,226
2019	135,000	401,525	536,525
2020	140,000	395,956	535,956
2021	145,000	390,181	535,181
2022	150,000	384,200	534,200
2023	160,000	378,013	538,013
2024	165,000	371,413	536,413
2025	175,000	363,781	538,781
2026	180,000	355,688	535,688
2027	190,000	347,363	537,363
2028	200,000	338,575	538,575
2029	210,000	329,325	539,325
2030	220,000	318,825	538,825
2031	230,000	307,825	537,825
2032	240,000	296,325	536,325
2033	255,000	284,325	539,325
2034	265,000	271,575	536,575
2035	280,000	258,325	538,325
2036	295,000	244,325	539,325
2037	310,000	229,575	539,575
2038	325,000	214,075	539,075
2039	345,000	197,825	542,825
2040	365,000	180,144	545,144
2041	385,000	161,438	546,438
2042	405,000	141,706	546,706
2043	425,000	120,950	545,950
2044	450,000	99,169	549,169
2045	470,000	76,106	546,106
2046	495,000	52,019	547,019
2047	520,000	26,650	546,650
Total[2]	**$8,130,000**	**$7,684,425**	**$15,814,425**

(1) Includes capitalized interest through September 1, 2018.
(2) Totals may not add due to rounding.

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EXHIBIT N-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

DEBT SERVICE REQUIREMENTS

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

Year Ending (September 30)	Principal	Interest	Total
2022	$ 47,000	$ 722,832	$ 769,832
2023	390,000	723,670	1,113,670
2024	402,000	713,920	1,115,920
2025	411,000	703,870	1,114,870
2026	425,000	693,595	1,118,595
2027	435,000	682,970	1,117,970
2028	447,000	669,920	1,116,920
2029	465,000	656,510	1,121,510
2030	479,000	642,560	1,121,560
2031	492,000	628,190	1,120,190
2032	509,000	613,430	1,122,430
2033	529,000	596,251	1,125,251
2034	547,000	578,398	1,125,398
2035	568,000	559,936	1,127,936
2036	589,000	540,766	1,129,766
2037	610,000	520,888	1,130,888
2038	632,000	500,300	1,132,300
2039	657,000	478,970	1,135,970
2040	679,000	456,796	1,135,796
2041	704,000	433,880	1,137,880
2042	729,000	410,120	1,139,120
2043	762,000	380,960	1,142,960
2044	796,000	350,480	1,146,480
2045	830,000	318,640	1,148,640
2046	865,000	285,440	1,150,440
2047	904,000	250,840	1,154,840
2048	1,258,000	214,680	1,472,680
2049	1,312,000	164,360	1,476,360
2050	1,369,000	111,880	1,480,880
2051	1,428,000	57,120	1,485,120
Total[(1)]	**$20,270,000**	**$14,662,172**	**$34,932,172**

(1) Totals may not add due to rounding.

EXHIBIT N-4 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #3 BONDS

[To be provided at pricing]

EXHIBIT O-1 – DISTRICT LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, N. S. Hazelton Survey, Abstract No. 547, the H. McDonald Survey, Abstract No. 879, the William Reed Survey, Abstract No. 1071, the W. W. Young Survey, Abstract No. 1444, the E. Young Survey, Abstract No. 1452, the M. E. P. & P. R. R. Survey, Abstract No. 1477, the R. W. Terrell Survey, Abstract No. 1650, Denton County, Texas, being all of that certain called 0.146 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2017-11065 of the Deed Records of Denton County, Texas (DRDCT), all of that certain called 207.569 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64678 (DRDCT), all of that certain called 11.234 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64656, part of that certain called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2016-55837 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southeast corner of said 207.569 acre tract, the Northeast corner of said 0.146 acre tract, and being in the West right-of-way line of Farm-to-Market Highway No. 156 (variable right-of-way width), from which a 1/2" iron rod found for reference bears South 88 deg. 15 min. 18 sec. East – 5.16 feet;

THENCE South 05 deg. 15 min. 17 sec. West along the East line of said 0.146 acre tract and along said West right-of-way line, a distance of 65.39 feet to the Southeast corner of said 0.146 acre tract, same being on the East line of a called 15.395 acre tract described in a deed to Patrick & Carolyn Timlin Family Trust recorded in Document No. 2015-126134 (DRDCT), said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 310.00 feet, a central angle of 30 deg. 57 min. 52 sec., and being subtended by a chord which bears North 65 deg. 01 min. 45 sec. West - 165.50 feet;

THENCE in a northwesterly direction departing said East line and West right-of-way line, continue along said curve to the right and the Southwest line of said 0.146 acre tract, a distance of 167.53 feet to the Northwest corner of said 0.146 acre tract, being on the North line of said 15.395 acre tract and the South line of said 207.569 acre tract;

THENCE North 88 deg. 15 min. 18 sec. West along the South line of said 207.569 acre tract and the North line of said 15.395 acre tract, a distance of 1302.46 feet to a 1/2" iron rod found for the Northwest corner of said 15.395 acre tract and an ell corner of said 207.569 acre tract;

THENCE South 10 deg. 56 min. 44 sec. East along an East line of said 207.569 acre tract and the West line of said 15.395 acre tract, a distance of 497.81 feet to a 1/2" iron rod found for the

Southwest corner of said 15.395 acre tract, the most southerly Southeast corner of said 207.569 acre tract, the Northwest corner of a called 33.301 acre tract and the Northeast corner of a called 16.791 acre tract described in said deed to Patrick & Carolyn Timlin Family Trust;

THENCE North 88 deg. 43 min. 58 sec. West along the South line of said 207.569 acre tract, the North line of said 16.791 acre tract, and the North line of a called 4.28 acre tract described in a deed to C & S Oilfield Services, LLC recorded in Document No. 2007-78273 (DRDCT), a distance of 670.17 feet to a 5/8" iron rod found for a South corner of said 207.569 acre tract and an ell corner of said 4.28 acre tract;

THENCE North 00 deg. 07 min. 01 sec. East along said South line and the North line of said 4.28 acre tract, a distance of 72.33 feet to a 5/8" iron rod found for an ell corner of said 207.569 acre tract and an ell corner of said 4.28 acre tract;

THENCE North 88 deg. 51 min. 24 sec. West along the South line of said 207.569 acre tract and the North line of said 4.28 acre tract, a distance of 107.69 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 207.569 acre tract, the Northwest corner of said 4.28 acre tract, the Northeast corner of a called 5.011 acre tract described in a deed to Sandra Copp recorded in Document No. 94-R0086702 (DRDCT), and the Southeast corner of a called 1.904 acre tract described in a deed to Sandra Copp recorded in Volume 4070, Page 1426 (DRDCT);

THENCE North 00 deg. 29 min. 49 sec. East along the South line of said 207.569 acre tract and the East line of said 1.904 acre tract, a distance of 75.15 feet to a 1/2" iron rod found for an ell corner of said 207.569 acre tract and the Northeast corner of said 1.904 acre tract;

THENCE North 89 deg. 00 min. 55 sec. West along the South line of said 207.569 acre tract and the North line of said 1.904 acre tract, a distance of 699.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 207.569 acre tract, the Northwest corner of said 1.904 acre tract, and being in the East line of a called 7.910 acre tract described in a deed to David & Heather Stone recorded in Document No. 2013-92970 (DRDCT);

THENCE North 00 deg. 31 min. 26 sec. East along a West line of said 207.569 acre tract, the East line of said 7.910 acre tract, and the East line of Ridgeview Estates recorded in Cabinet N, Page 398 of the Plat Records of Denton County, Texas (PRDCT), a distance of 795.24 feet to a 60D nail found for an ell corner of said 207.569 acre tract and the Northeast corner of said Ridgeview Estates;

THENCE North 88 deg. 13 min. 32 sec. West along the South line of said 207.569 acre tract and the North line of said Ridgeview Estates, a distance of 1555.09 feet to a 3/8" iron rod found for a

Southwest corner of said 207.569 acre tract, the Northwest corner of said Ridgeview Estates, and being in the East line of said 11.234 acre tract;

THENCE South 00 deg. 24 min. 46 sec. West along the East line of said 11.234 acre tract and the West line of said Ridgeview Estates, a distance of 965.92 feet to a 1/2" capped iron rod found stamped "3638" for the Southeast corner of said 11.234 acre tract and an ell corner of said Ridgeview Estates;

THENCE North 89 deg. 31 min. 56 sec. West along the South line of said 11.234 acre tract and the North line of said Ridgeview Estates, a distance of 394.61 feet to a fence corner found for the Southwest corner of said 11.234 acre tract, the most westerly Northwest corner of said Ridgeview Estates, and being in the East line of said 411.268 acre tract;

THENCE South 05 deg. 15 min. 18 sec. West along the East line of said 411.268 acre tract and the West line of said Ridgeview Estates, a distance of 21.76 feet to a Bois d' Arc fence corner for the most easterly Southeast corner of said 411.268 acre tract and the Northeast corner of a called 82.044 acre tract described in a deed to Peggy Ihnfeldt recorded in Document No. 2004-116851 (DRDCT);

THENCE North 89 deg. 54 min. 49 sec. West departing the West line of said Ridgeview Estates and continue along the South line of said 411.268 acre tract and the North line of said 82.044 acre tract, a distance of 1415.75 feet to a 1/2" iron pipe found for an ell corner of said 411.268 acre tract and the Northwest corner of said 82.044 acre tract;

THENCE South 00 deg. 18 min. 00 sec. East along the East line of said 411.268 acre tract and the West line of said 82.044 acre tract, a distance of 2692.74 feet to a bolt found for an ell corner of said 411.268 acre tract, the Southwest corner of said 82.044 acre tract, and being in the North line of a tract of land described in a deed to Raymond Haddock recorded in Document No. 2011-19529 (DRDCT);

THENCE South 89 deg. 28 min. 31 sec. West along the South line of said 411.268 acre tract and the North line of said Haddock tract, a distance of 1286.69 feet to an ell corner of said 411.268 acre tract and the Northwest corner of said Haddock tract;

THENCE South 00 deg. 32 min. 43 sec. East along the East line of said 411.268 acre tract and the West line of said Haddock tract, a distance of 1860.56 feet to the Southeast corner of said 411.268 acre tract, the Southwest corner of said Haddock tract, and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), from which a 100D nail found for reference bears South 00 deg. 32 min. 43 sec. East – 0.79 feet;

THENCE South 89 deg. 26 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 962.81 feet to an ell corner of said 411.268 acre tract and the Southeast corner of a called 4.05 acre tract described in a deed to Pete Allen Mitchell, et ux recorded in Volume 1226, Page 932 (DRDCT);

THENCE North 00 deg. 32 min. 43 sec. West departing said North right-of-way line and continue along a West line of said 411.268 acre tract and the East line of said 4.05 acre tract, a distance of 588.43 feet to an ell corner of said 411.268 acre tract and the Northeast corner of said 4.05 acre tract;

THENCE South 89 deg. 20 min. 19 sec. West along a South line of said 411.268 acre tract, the North line of said 4.05 acre tract, and a North line of a called 3.0 acre tract described in a deed to William D. Mitchell recorded in Volume 2292, Page 269 (DRDCT), a distance of 522.50 feet to a 5/8" iron rod found "bent" for an ell corner of said 411.268 acre tract and the Northwest corner of said 3.0 acre tract;

THENCE South 00 deg. 32 min. 43 sec. East along an East line of said 411.268 acre tract and the West line of said 3.0 acre tract, a distance of 588.16 feet to an ell corner of said 411.268 acre tract, the Southwest corner of said 3.0 acre tract, and being in the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 20 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 480.36 feet to a 5/8" iron rod found for the Southwest corner of said 411.268 acre tract and the Southeast corner of a called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2017-5803 (DRDCT);

THENCE North 00 deg. 25 min. 35 sec. West departing said North right-of-way line and continue along the West line of said 411.268 acre tract and the East line of said 241.210 acre tract, a distance of 1412.84 feet to a;

THENCE North 82 deg. 33 min. 17 sec. East departing said East and West line, a distance of 654.90 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2640.00 feet, a central angle of 9 deg. 53 min. 45 sec., and being subtended by a chord which bears North 09 deg. 02 min. 00 sec. West - 455.41 feet;

THENCE in a northerly direction along said curve to the right, a distance of 455.97 feet;

THENCE North 00 deg. 25 min. 43 sec. West non-tangent to said curve, a distance of 2736.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2640.00

feet, a central angle of 26 deg. 01 min. 14 sec., and being subtended by a chord which bears North 13 deg. 59 min. 29 sec. East - 1188.66 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 1198.94 feet to the North line of said 411.268 acre tract;

THENCE North 74 deg. 21 min. 14 sec. East non-tangent to said curve and continue along said North line, a distance of 88.17 feet;

THENCE North 71 deg. 02 min. 07 sec. East along said North line, a distance of 83.84 feet;

THENCE North 75 deg. 52 min. 49 sec. East along said North line, a distance of 225.33 feet;

THENCE North 80 deg. 02 min. 08 sec. East along said North line, a distance of 347.22 feet;

THENCE South 00 deg. 04 min. 18 sec. East along said North line, a distance of 168.49 feet to a 10" cedar fence corner for the Southwest corner of a called 1.1732 acre tract described in a deed to Gary Place recorded in Volume 1443, Page 975 (DRDCT);

THENCE South 89 deg. 53 min. 56 sec. East along the North line of said 411.268 acre tract and the South line of said 1.1732 acre tract, a distance of 706.32 feet to the most westerly corner of said 207.569 acre tract, said corner being in the center of Oliver Creek;

THENCE in a Northeasterly direction departing the North line of said 411.268 acre tract, and continue along the North line of said 207.569 acre tract and the centerline of said Oliver Creek the following forty-seven (47) courses;

North 51 deg. 15 min. 16 sec. East, a distance of 151.43 feet;

North 52 deg. 27 min. 07 sec. East, a distance of 196.96 feet;

North 40 deg. 16 min. 03 sec. East, a distance of 154.27 feet;

North 42 deg. 51 min. 10 sec. East, a distance of 100.33 feet;

North 77 deg. 17 min. 59 sec. East, a distance of 94.06 feet;

South 73 deg. 35 min. 56 sec. East, a distance of 49.93 feet;

North 87 deg. 18 min. 55 sec. East, a distance of 72.64 feet;

North 69 deg. 58 min. 14 sec. East, a distance of 170.43 feet;

North 61 deg. 45 min. 38 sec. East, a distance of 342.10 feet;

North 45 deg. 09 min. 40 sec. East, a distance of 135.87 feet;

North 48 deg. 22 min. 12 sec. East, a distance of 95.16 feet;

South 88 deg. 00 min. 22 sec. East, a distance of 33.23 feet;

South 51 deg. 06 min. 32 sec. East, a distance of 113.07 feet;

South 45 deg. 09 min. 04 sec. East, a distance of 149.75 feet;

South 64 deg. 04 min. 16 sec. East, a distance of 170.34 feet;

South 82 deg. 58 min. 49 sec. East, a distance of 191.84 feet;

North 61 deg. 17 min. 34 sec. East, a distance of 94.24 feet;

North 20 deg. 00 min. 00 sec. East, a distance of 105.84 feet;

North 11 deg. 44 min. 28 sec. East, a distance of 97.33 feet;

North 29 deg. 09 min. 43 sec. East, a distance of 66.14 feet;

North 72 deg. 48 min. 46 sec. East, a distance of 65.89 feet;

North 84 deg. 08 min. 17 sec. East, a distance of 60.16 feet;

South 60 deg. 01 min. 59 sec. East, a distance of 103.62 feet;

South 40 deg. 07 min. 11 sec. East, a distance of 256.88 feet;

South 51 deg. 54 min. 24 sec. East, a distance of 138.91 feet;

South 82 deg. 48 min. 45 sec. East, a distance of 122.06 feet;

North 70 deg. 21 min. 18 sec. East, a distance of 136.98 feet;

North 57 deg. 07 min. 49 sec. East, a distance of 128.52 feet;

South 88 deg. 18 min. 12 sec. East, a distance of 215.06 feet;

North 87 deg. 33 min. 35 sec. East, a distance of 110.30 feet;

North 67 deg. 52 min. 06 sec. East, a distance of 207.51 feet;

North 08 deg. 48 min. 05 sec. East, a distance of 5.83 feet;

North 62 deg. 35 min. 14 sec. East, a distance of 119.17 feet;

North 54 deg. 18 min. 14 sec. East, a distance of 124.51 feet;

North 62 deg. 18 min. 21 sec. East, a distance of 127.99 feet;

North 14 deg. 24 min. 26 sec. East, a distance of 46.68 feet;

North 53 deg. 29 min. 27 sec. East, a distance of 462.51 feet;

North 45 deg. 52 min. 08 sec. East, a distance of 224.12 feet;

North 26 deg. 02 min. 20 sec. East, a distance of 196.97 feet;

North 41 deg. 40 min. 15 sec. East, a distance of 164.67 feet;

North 59 deg. 45 min. 26 sec. East, a distance of 196.15 feet;

North 89 deg. 38 min. 11 sec. East, a distance of 72.18 feet;

South 66 deg. 12 min. 45 sec. East, a distance of 104.63 feet;

South 52 deg. 47 min. 32 sec. East, a distance of 100.44 feet;

South 80 deg. 30 min. 56 sec. East, a distance of 154.09 feet;

South 62 deg. 10 min. 20 sec. East, a distance of 281.52 feet;

South 43 deg. 45 min. 32 sec. East, a distance of 57.60 feet;

THENCE North 88 deg. 11 min. 41 sec. East departing said centerline and continue along said North line, a distance of 139.80 feet to a 1/2" iron rod found for the Southwest corner of a called 20.000 acre tract described in a deed to Brad Judge and Jessica Judge recorded in Document No. 2006-113979 (DRDCT);

THENCE North 88 deg. 38 min. 53 sec. East along the North line of said 207.569 acre tract and the South line of said 20.000 acre tract, a distance of 378.60 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for a North corner of said 207.569 acre tract and the

Northwest corner of a called 38.494 acre tract described in a deed to Gary Lyn Place recorded in Volume 4889, Page 892 (DRDCT);

THENCE in a southeasterly direction departing the South line of said 20.000 acre tract and continue along the Northeast line of said 207.569 acre tract and the Southwest line of said 38.494 acre tract the following nine (9) courses;

South 01 deg. 33 min. 02 sec. West, a distance of 78.50 feet to a 30" hackberry;

South 54 deg. 40 min. 59 sec. East, a distance of 144.58 feet to a 24" elm;

South 01 deg. 44 min. 42 sec. West, a distance of 367.88 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 19 deg. 25 min. 18 sec. East, a distance of 480.95 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 58 deg. 15 min. 18 sec. East, a distance of 147.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 68 deg. 25 min. 18 sec. East, a distance of 194.30 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 66 deg. 15 min. 18 sec. East, a distance of 194.00 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 73 deg. 00 min. 18 sec. East, a distance of 184.60 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 83 deg. 45 min. 18 sec. East, a distance of 211.20 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northwest corner of a called 1.058 acre tract described in a deed to Gary L. Place recorded in Volume 1066, Page 226 (DRDCT);

THENCE in a southeasterly direction departing the South line of said 38.494 acre tract and continue along the Northeast line of said 207.569 acre tract and the Southwest line of said 1.058 acre tract the following six (6) courses;

South 43 deg. 14 min. 42 sec. West, a distance of 26.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 11 deg. 45 min. 18 sec. East, a distance of 29.60 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 62 deg. 59 min. 18 sec. East, a distance of 195.20 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 35 deg. 37 min. 18 sec. East, a distance of 116.90 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 31 deg. 59 min. 42 sec. West, a distance of 79.40 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 42 deg. 46 min. 18 sec. East, a distance of 105.55 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the easterly Northeast corner of said 207.569 acre tract, the Southeast corner of said 1.058 acre tract, and being in the West right-of-way line of said Farm-to-Market Highway No. 156;

THENCE South 05 deg. 15 min. 17 sec. West along the East line of said 207.569 acre tract and said West right-of-way line, a distance of 645.70 feet to the **POINT OF BEGINNING**, containing 24,910,596 square feet or 571.869 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

EXHIBIT O-2 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, N. S. Hazelton Survey, Abstract No. 547, the H. McDonald Survey, Abstract No. 879, the William Reed Survey, Abstract No. 1071, the W. W. Young Survey, Abstract No. 1444, the R. W. Terrell Survey, Abstract No. 1650, Denton County, Texas, being part of that certain called 207.569 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64678 of the Deed Records of Denton County, Texas (DRDCT), all of that certain called 11.234 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64656, part of that certain called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2016-55837 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a point in the South line of said 207.569 acre tract and the North line of Ridgeview Estates recorded in Cabinet N, Page 398 of the Plat Records of Denton County, Texas (PRDCT), from which a 60D nail found for an ell corner of said 207.569 acre tract and the Northeast corner of said Ridgeview Estates bears South 88 deg. 13 min. 32 sec. West – 921.85 feet

THENCE North 88 deg. 13 min. 32 sec. West along the South line of said 207.569 acre tract and the North line of said Ridgeview Estates, a distance of 633.23 feet to a 3/8" iron rod found for a Southwest corner of said 207.569 acre tract, the Northwest corner of said Ridgeview Estates, and being in the East line of said 11.234 acre tract;

THENCE South 00 deg. 24 min. 46 sec. West along the East line of said 11.234 acre tract and the West line of said Ridgeview Estates, a distance of 965.92 feet to a 1/2" capped iron rod found stamped "3638" for the Southeast corner of said 11.234 acre tract and an ell corner of said Ridgeview Estates;

THENCE North 89 deg. 31 min. 56 sec. West along the South line of said 11.234 acre tract and the North line of said Ridgeview Estates, a distance of 394.61 feet to a fence corner found for the Southwest corner of said 11.234 acre tract, the most westerly Northwest corner of said Ridgeview Estates, and being in the East line of said 411.268 acre tract;

THENCE South 05 deg. 15 min. 18 sec. West along the East line of said 411.268 acre tract and the West line of said Ridgeview Estates, a distance of 21.76 feet to a Bois d' Arc fence corner for the most easterly Southeast corner of said 411.268 acre tract and the Northeast corner of a called 82.044 acre tract described in a deed to Peggy Ihnfeldt recorded in Document No. 2004-116851 (DRDCT);

THENCE North 89 deg. 54 min. 49 sec. West departing the West line of said Ridgeview Estates and continue along the South line of said 411.268 acre tract and the North line of said 82.044 acre tract, a distance of 1415.75 feet to a 1/2" iron pipe found for an ell corner of said 411.268 acre tract and the Northwest corner of said 82.044 acre tract;

THENCE South 00 deg. 18 min. 00 sec. East along the East line of said 411.268 acre tract and the West line of said 82.044 acre tract, a distance of 2692.74 feet to a bolt found for an ell corner of said 411.268 acre tract, the Southwest corner of said 82.044 acre tract, and being in the North line of a tract of land described in a deed to Raymond Haddock recorded in Document No. 2011-19529 (DRDCT);

THENCE South 89 deg. 28 min. 31 sec. West along the South line of said 411.268 acre tract and the North line of said Haddock tract, a distance of 1286.69 feet to an ell corner of said 411.268 acre tract and the Northwest corner of said Haddock tract;

THENCE South 00 deg. 32 min. 43 sec. East along the East line of said 411.268 acre tract and the West line of said Haddock tract, a distance of 1860.56 feet to the Southeast corner of said 411.268 acre tract, the Southwest corner of said Haddock tract, and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), from which a 100D nail found for reference bears South 00 deg. 32 min. 43 sec. East – 0.79 feet;

THENCE South 89 deg. 26 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 962.81 feet to an ell corner of said 411.268 acre tract and the Southeast corner of a called 4.05 acre tract described in a deed to Pete Allen Mitchell, et ux recorded in Volume 1226, Page 932 (DRDCT);

THENCE North 00 deg. 32 min. 43 sec. West departing said North right-of-way line and continue along a West line of said 411.268 acre tract and the East line of said 4.05 acre tract, a distance of 588.43 feet to an ell corner of said 411.268 acre tract and the Northeast corner of said 4.05 acre tract;

THENCE South 89 deg. 20 min. 19 sec. West along a South line of said 411.268 acre tract, the North line of said 4.05 acre tract, and a North line of a called 3.0 acre tract described in a deed to William D. Mitchell recorded in Volume 2292, Page 269 (DRDCT), a distance of 522.50 feet to a 5/8" iron rod found "bent" for an ell corner of said 411.268 acre tract and the Northwest corner of said 3.0 acre tract;

THENCE South 00 deg. 32 min. 43 sec. East along an East line of said 411.268 acre tract and the West line of said 3.0 acre tract, a distance of 588.16 feet to an ell corner of said 411.268 acre

tract, the Southwest corner of said 3.0 acre tract, and being in the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 20 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 480.36 feet to a 5/8" iron rod found for the Southwest corner of said 411.268 acre tract and the Southeast corner of a called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Document No. 2017-5803 (DRDCT);

THENCE North 00 deg. 25 min. 35 sec. West departing said North right-of-way line and continue along the West line of said 411.268 acre tract and the East line of said 241.210 acre tract, a distance of 1412.84 feet to a;

THENCE North 82 deg. 33 min. 17 sec. East departing said East and West line, a distance of 654.90 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2640.00 feet, a central angle of 9 deg. 53 min. 45 sec., and being subtended by a chord which bears North 09 deg. 02 min. 00 sec. West - 455.41 feet;

THENCE in a northerly direction along said curve to the right, a distance of 455.97 feet;

THENCE North 00 deg. 25 min. 43 sec. West non-tangent to said curve, a distance of 2736.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2640.00 feet, a central angle of 26 deg. 01 min. 14 sec., and being subtended by a chord which bears North 13 deg. 59 min. 29 sec. East - 1188.66 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 1198.94 feet to the North line of said 411.268 acre tract;

THENCE North 74 deg. 21 min. 14 sec. East non-tangent to said curve and continue along said North line, a distance of 88.17 feet;

THENCE North 71 deg. 02 min. 07 sec. East along said North line, a distance of 83.84 feet;

THENCE North 75 deg. 52 min. 49 sec. East along said North line, a distance of 225.33 feet;

THENCE North 80 deg. 02 min. 08 sec. East along said North line, a distance of 347.22 feet;

THENCE South 00 deg. 04 min. 18 sec. East along said North line, a distance of 168.49 feet to a 10" cedar fence corner for the Southwest corner of a called 1.1732 acre tract described in a deed to Gary Place recorded in Volume 1443, Page 975 (DRDCT);

THENCE South 89 deg. 53 min. 56 sec. East along the North line of said 411.268 acre tract and the South line of said 1.1732 acre tract, a distance of 706.32 feet to the most westerly corner of said 207.569 acre tract, said corner being in the center of Oliver Creek;

THENCE in a Northeasterly direction departing the North line of said 411.268 acre tract, and continue along the North line of said 207.569 acre tract and the centerline of said Oliver Creek the following thirty-three (33) courses;

North 51 deg. 15 min. 16 sec. East, a distance of 151.43 feet;

North 52 deg. 27 min. 07 sec. East, a distance of 196.96 feet;

North 40 deg. 16 min. 03 sec. East, a distance of 154.27 feet;

North 42 deg. 51 min. 10 sec. East, a distance of 100.33 feet;

North 77 deg. 17 min. 59 sec. East, a distance of 94.06 feet;

South 73 deg. 35 min. 56 sec. East, a distance of 49.93 feet;

North 87 deg. 18 min. 55 sec. East, a distance of 72.64 feet;

North 69 deg. 58 min. 14 sec. East, a distance of 170.43 feet;

North 61 deg. 45 min. 38 sec. East, a distance of 342.10 feet;

North 45 deg. 09 min. 40 sec. East, a distance of 135.87 feet;

North 48 deg. 22 min. 12 sec. East, a distance of 95.16 feet;

South 88 deg. 00 min. 22 sec. East, a distance of 33.23 feet;

South 51 deg. 06 min. 32 sec. East, a distance of 113.07 feet;

South 45 deg. 09 min. 04 sec. East, a distance of 149.75 feet;

South 64 deg. 04 min. 16 sec. East, a distance of 170.34 feet;

South 82 deg. 58 min. 49 sec. East, a distance of 191.84 feet;

North 61 deg. 17 min. 34 sec. East, a distance of 94.24 feet;

North 20 deg. 00 min. 00 sec. East, a distance of 105.84 feet;

North 11 deg. 44 min. 28 sec. East, a distance of 97.33 feet;

North 29 deg. 09 min. 43 sec. East, a distance of 66.14 feet;

North 72 deg. 48 min. 46 sec. East, a distance of 65.89 feet;

North 84 deg. 08 min. 17 sec. East, a distance of 60.16 feet;

South 60 deg. 01 min. 59 sec. East, a distance of 103.62 feet;

South 40 deg. 07 min. 11 sec. East, a distance of 256.88 feet;

South 51 deg. 54 min. 24 sec. East, a distance of 138.91 feet;

South 82 deg. 48 min. 45 sec. East, a distance of 122.06 feet;

North 70 deg. 21 min. 18 sec. East, a distance of 136.98 feet;

North 57 deg. 07 min. 49 sec. East, a distance of 128.52 feet;

South 88 deg. 18 min. 12 sec. East, a distance of 215.06 feet

North 87 deg. 33 min. 35 sec. East, a distance of 110.30 feet;

North 67 deg. 52 min. 06 sec. East, a distance of 207.51 feet;

North 08 deg. 48 min. 05 sec. East, a distance of 5.83 feet;

North 62 deg. 35 min. 14 sec. East, a distance of 65.10 feet;

THENCE South 01 deg. 46 min. 28 sec. West departing said North line and centerline, a distance of 224.07 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 50.00 feet, a central angle of 73 deg. 12 min. 01 sec., and being subtended by a chord which bears South 01 deg. 46 min. 28 sec. West - 59.62 feet;

THENCE in a southerly direction along said curve to the left, a distance of 63.88 feet;

THENCE South 01 deg. 46 min. 28 sec. West non-tangent to said curve, a distance of 224.78 feet;

THENCE South 44 deg. 04 min. 10 sec. West, a distance of 14.86 feet;

THENCE South 01 deg. 43 min. 48 sec. West, a distance of 50.18 feet;

THENCE South 45 deg. 45 min. 05 sec. East, a distance of 13.51 feet;

THENCE South 01 deg. 46 min. 28 sec. West, a distance of 234.76 feet;

THENCE South 44 deg. 05 min. 06 sec. West, a distance of 14.79 feet;

THENCE South 00 deg. 06 min. 57 sec. West, a distance of 50.08 feet;

THENCE South 01 deg. 46 min. 28 sec. West, a distance of 132.90 feet to the **POINT OF BEGINNING**, containing 17,931,161 square feet or 411.643 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

EXHIBIT O-3 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the N. S. Hazelton Survey, Abstract No. 547, the E. Young Survey, Abstract No. 1452, the M. E. P. & P. R. R. Survey, Abstract No. 1477, Denton County, Texas, being all of that certain called 0.146 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2017-11065 of the Deed Records of Denton County, Texas (DRDCT), portion of that certain called 207.569 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64678 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southeast corner of said 207.569 acre tract, the Northeast corner of said 0.146 acre tract, and being in the West right-of-way line of Farm-to-Market Highway No. 156 (variable right-of-way width), from which a 1/2" iron rod found for reference bears South 88 deg. 15 min. 18 sec. East – 5.16 feet;

THENCE South 05 deg. 15 min. 17 sec. West along the East line of said 0.146 acre tract and along said West right-of-way line, a distance of 65.39 feet to the Southeast corner of said 0.146 acre tract, same being on the East line of a called 15.395 acre tract described in a deed to Patrick & Carolyn Timlin Family Trust recorded in Document No. 2015-126134 (DRDCT), said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 310.00 feet, a central angle of 30 deg. 57 min. 52 sec., and being subtended by a chord which bears North 65 deg. 01 min. 45 sec. West - 165.50 feet;

THENCE in a northwesterly direction departing said East line and West right-of-way line, continue along said curve to the right and the Southwest line of said 0.146 acre tract, a distance of 167.53 feet to the Northwest corner of said 0.146 acre tract, being on the North line of said 15.395 acre tract and the South line of said 207.569 acre tract;

THENCE North 88 deg. 15 min. 18 sec. West along the South line of said 207.569 acre tract and the North line of said 15.395 acre tract, a distance of 1302.46 feet to a 1/2" iron rod found for the Northwest corner of said 15.395 acre tract and an ell corner of said 207.569 acre tract;

THENCE South 10 deg. 56 min. 44 sec. East along an East line of said 207.569 acre tract and the West line of said 15.395 acre tract, a distance of 497.81 feet to a 1/2" iron rod found for the Southwest corner of said 15.395 acre tract, the most southerly Southeast corner of said 207.569 acre tract, the Northwest corner of a called 33.301 acre tract and the Northeast corner of a called 16.791 acre tract described in said deed to Patrick & Carolyn Timlin Family Trust;

THENCE North 88 deg. 43 min. 58 sec. West along the South line of said 207.569 acre tract, the North line of said 16.791 acre tract, and the North line of a called 4.28 acre tract described in a deed to C & S Oilfield Services, LLC recorded in Document No. 2007-78273 (DRDCT), a distance of 670.17 feet to a 5/8" iron rod found for a South corner of said 207.569 acre tract and an ell corner of said 4.28 acre tract;

THENCE North 00 deg. 07 min. 01 sec. East along said South line and the North line of said 4.28 acre tract, a distance of 72.33 feet to a 5/8" iron rod found for an ell corner of said 207.569 acre tract and an ell corner of said 4.28 acre tract;

THENCE North 88 deg. 51 min. 24 sec. West along the South line of said 207.569 acre tract and the North line of said 4.28 acre tract, a distance of 107.69 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 207.569 acre tract, the Northwest corner of said 4.28 acre tract, the Northeast corner of a called 5.011 acre tract described in a deed to Sandra Copp recorded in Document No. 94-R0086702 (DRDCT), and the Southeast corner of a called 1.904 acre tract described in a deed to Sandra Copp recorded in Volume 4070, Page 1426 (DRDCT);

THENCE North 00 deg. 29 min. 49 sec. East along the South line of said 207.569 acre tract and the East line of said 1.904 acre tract, a distance of 75.15 feet to a 1/2" iron rod found for an ell corner of said 207.569 acre tract and the Northeast corner of said 1.904 acre tract;

THENCE North 89 deg. 00 min. 55 sec. West along the South line of said 207.569 acre tract and the North line of said 1.904 acre tract, a distance of 699.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 207.569 acre tract, the Northwest corner of said 1.904 acre tract, and being in the East line of a called 7.910 acre tract described in a deed to David & Heather Stone recorded in Document No. 2013-92970 (DRDCT);

THENCE North 00 deg. 31 min. 26 sec. East along a West line of said 207.569 acre tract, the East line of said 7.910 acre tract, and the East line of Ridgeview Estates recorded in Cabinet N, Page 398 of the Plat Records of Denton County, Texas (PRDCT), a distance of 795.24 feet to a 60D nail found for an ell corner of said 207.569 acre tract and the Northeast corner of said Ridgeview Estates;

THENCE North 88 deg. 13 min. 32 sec. West along the South line of said 207.569 acre tract and the North line of said Ridgeview Estates, a distance of 921.85 feet, from which a 3/8" iron rod found for a Southwest corner of said 207.569 acre tract and the Northwest corner of said Ridgeview Estates bears North 88 deg. 13 min. 32 sec. West – 633.23 feet;

THENCE North 01 deg. 46 min. 28 sec. East departing said North and South lines, a distance of 132.30 feet;

THENCE North 00 deg. 06 min. 57 sec. East, a distance of 50.08 feet;

THENCE North 44 deg. 05 min. 06 sec. East, a distance of 14.79 feet;

THENCE North 01 deg. 46 min. 28 sec. East, a distance of 234.76 feet;

THENCE North 45 deg. 45 min. 05 sec. West, a distance of 13.51 feet;

THENCE North 01 deg. 43 min. 48 sec. East, a distance of 50.18 feet;

THENCE North 44 deg. 04 min. 10 sec. East, a distance of 14.86 feet;

THENCE North 01 deg. 46 min. 28 sec. East, a distance of 224.78 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 50.00 feet, a central angle of 73 deg. 12 min. 01 sec., and being subtended by a chord which bears North 01 deg. 46 min. 28 sec. East - 59.62 feet;

THENCE in a northerly direction along said curve to the right, a distance of 63.88 feet;

THENCE North 01 deg. 46 min. 28 sec. East non-tangent to said curve, a distance of 224.07 feet to the North line of said 207.569 acre tract and being the centerline of Oliver Creek;

THENCE in a northeasterly direction along said North line and the centerline of said Oliver Creek the following fifteen (15) courses;

North 62 deg. 35 min. 14 sec. East, a distance of 54.06 feet;

North 54 deg. 18 min. 14 sec. East, a distance of 124.51 feet;

North 62 deg. 18 min. 21 sec. East, a distance of 127.99 feet;

North 14 deg. 24 min. 26 sec. East, a distance of 46.68 feet;

North 53 deg. 29 min. 27 sec. East, a distance of 462.51 feet;

North 45 deg. 52 min. 08 sec. East, a distance of 224.12 feet;

North 26 deg. 02 min. 20 sec. East, a distance of 196.97 feet;

North 41 deg. 40 min. 15 sec. East, a distance of 164.67 feet;

North 59 deg. 45 min. 26 sec. East, a distance of 196.15 feet;

North 89 deg. 38 min. 11 sec. East, a distance of 72.18 feet;

South 66 deg. 12 min. 45 sec. East, a distance of 104.63 feet;

South 52 deg. 47 min. 32 sec. East, a distance of 100.44 feet;

South 80 deg. 30 min. 56 sec. East, a distance of 154.09 feet;

South 62 deg. 10 min. 20 sec. East, a distance of 281.52 feet;

South 43 deg. 45 min. 32 sec. East, a distance of 57.60 feet;

THENCE North 88 deg. 11 min. 41 sec. East departing said centerline and continue along said North line, a distance of 139.80 feet to a 1/2" iron rod found for the Southwest corner of a called 20.000 acre tract described in a deed to Brad Judge and Jessica Judge recorded in Document No. 2006-113979 (DRDCT);

THENCE North 88 deg. 38 min. 53 sec. East along the North line of said 207.569 acre tract and the South line of said 20.000 acre tract, a distance of 378.60 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for a North corner of said 207.569 acre tract and the Northwest corner of a called 38.494 acre tract described in a deed to Gary Lyn Place recorded in Volume 4889, Page 892 (DRDCT);

THENCE in a southeasterly direction departing the South line of said 20.000 acre tract and continue along the Northeast line of said 207.569 acre tract and the Southwest line of said 38.494 acre tract the following nine (9) courses;

South 01 deg. 33 min. 02 sec. West, a distance of 78.50 feet to a 30" hackberry;

South 54 deg. 40 min. 59 sec. East, a distance of 144.58 feet to a 24" elm;

South 01 deg. 44 min. 42 sec. West, a distance of 367.88 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 19 deg. 25 min. 18 sec. East, a distance of 480.95 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 58 deg. 15 min. 18 sec. East, a distance of 147.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 68 deg. 25 min. 18 sec. East, a distance of 194.30 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 66 deg. 15 min. 18 sec. East, a distance of 194.00 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 73 deg. 00 min. 18 sec. East, a distance of 184.60 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 83 deg. 45 min. 18 sec. East, a distance of 211.20 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northwest corner of a called 1.058 acre tract described in a deed to Gary L. Place recorded in Volume 1066, Page 226 (DRDCT);

THENCE in a southeasterly direction departing the South line of said 38.494 acre tract and continue along the Northeast line of said 207.569 acre tract and the Southwest line of said 1.058 acre tract the following six (6) courses;

South 43 deg. 14 min. 42 sec. West, a distance of 26.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 11 deg. 45 min. 18 sec. East, a distance of 29.60 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 62 deg. 59 min. 18 sec. East, a distance of 195.20 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 35 deg. 37 min. 18 sec. East, a distance of 116.90 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 31 deg. 59 min. 42 sec. West, a distance of 79.40 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 42 deg. 46 min. 18 sec. East, a distance of 105.55 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the easterly Northeast corner of said 207.569 acre tract, the Southeast corner of said 1.058 acre tract, and being in the West right-of-way line of said Farm-to-Market Highway No. 156;

THENCE South 05 deg. 15 min. 17 sec. West along the East line of said 207.569 acre tract and said West right-of-way line, a distance of 645.70 feet to the **POINT OF BEGINNING**, containing 6,979,435 square feet or 160.226 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

EXHIBIT O-4 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

TRACT 1:

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, the H. McDonald Survey, Abstract No. 879, the Nathaniel S. Hazelton Survey, Abstract No. 546, the R.W. Terrill Survey, Abstract No. 1650, and the William W. Young Survey, Abstract No. 1444, City of Justin, Denton County, Texas, being part of that certain called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Instrument No. 2016-55837 of the Deed Records of Denton County, Texas (DRDCT), being part of that certain called 207.569 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64678 (DRDCT), and all of that certain called 11.234 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64656 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 3/8" iron rod found for a Northwest corner of Ridgeview Estates recorded in Cabinet N, Page 398 of the Plat Records of Denton County, Texas, an ell corner of said 207.569 acre tract, and being in the East line of said 11.234 acre tract;

THENCE South 00 deg. 24 min. 46 sec. West along the East line of said 11.234 acre tract and the West line of said Ridgeview Estates, a distance of 965.92 feet to a 1/2" capped iron rod found stamped "3638" for an ell corner of said Ridgeview Estates and the Southeast corner of said 11.234 acre tract;

THENCE North 89 deg. 31 min. 56 sec. West along the North line of said Ridgeview Estates and the South line of said 11.234 acre tract, a distance of 394.61 feet to a found fence corner at the Southwest corner of said 11.234 acre tract, the most westerly Northwest corner of said Ridgeview Estates, and being in the East line of said 411.268 acre tract;

THENCE South 5 deg. 15 min. 18 sec. West along the East line of said 411.268 acre tract and the West line of said Ridgeview Estates, a distance of 21.76 feet to a Bois D' Arc fence corner for the most easterly Southeast corner of said 411.268 acre tract and the Northeast corner of a called 82.044 acre tract described in a deed to Peggy Ihnfeldt recorded in Instrument No. 2004-116851 (DRDCT);

THENCE North 89 deg. 54 min. 49 sec. West along a South line of said 411.268 acre tract and the North line of said 82.044 acre tract, a distance of 1,415.75 feet to a 1/2" iron pipe found for the Northwest corner of said 82.044 acre tract and an ell corner of said 411.268 acre tract;

THENCE South 0 deg. 18 min. 0 sec. East along the East line of said 411.268 acre tract and the West line of said 82.044 acre tract, a distance of 2,692.74 feet to a bolt found for the Southwest corner of said 82.044 acre tract and an ell corner of said 411.268 acre tract;

THENCE South 89 deg. 28 min. 31 sec. West along a South line of said 411.268 acre tract, a distance of 1,286.69 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of same;

THENCE South 0 deg. 32 min. 43 sec. East along the East line of said 411.268 acre tract, a distance of 1,860.56 feet to a point for corner for the most southerly Southeast corner of said 411.268 acre tract and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' public right-of-way), from which a 100D nail found bears South 0 deg. 32 min. 43 sec. East - 0.79 feet;

THENCE South 89 deg. 26 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 962.81 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 411.268 acre tract and the Southeast corner of a called 4.05 acre tract described in a deed to Pete Allen Mitchell, et ux recorded in Volume 1226, Page 932 (DRDCT);

THENCE North 0 deg. 32 min. 43 sec. West departing said North right-of-way line and continue along a West line of said 411.268 acre tract and the East line of said 4.05 acre tract, a distance of 588.43 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 411.268 acre tract and the Northeast corner of said 4.05 acre tract;

THENCE North 89 deg. 31 min. 9 sec. East departing said lines, a distance of 553.79 feet;

THENCE North 0 deg. 32 min. 12 sec. West, a distance of 1,024.54 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,260.00 feet, a central angle of 26 deg. 45 min. 51 sec., and being subtended by a chord which bears North 12 deg. 50 min. 44 sec. East - 583.24 feet;

THENCE in a northerly direction along said curve to the right, a distance of 588.58 feet;

THENCE North 26 deg. 13 min. 39 sec. East tangent to said curve, a distance of 355.27 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,140.00 feet, a central angle of 26 deg. 38 min. 4 sec., and being subtended by a chord which bears North 12 deg. 54 min. 37 sec. East - 525.18 feet;

THENCE in a northerly direction along said curve to the left, a distance of 529.94 feet;

THENCE North 0 deg. 24 min. 25 sec. West tangent to said curve, a distance of 2,805.66 feet to the North line of said 411.268 acre tract and the South line of said 207.569 acre tract;

THENCE South 89 deg. 53 min. 56 sec. East along said North and South lines, a distance of 340.04 feet to the West corner of said 207.569 acre tract and being the approximate centerline of Oliver Creek;

THENCE in an easterly direction along the North line of said 207.596 acre tract and centerline the following thirty-two (32) courses;

North 51 deg. 55 min. 53 sec. East, a distance of 348.37 feet;

North 40 deg. 16 min. 03 sec. East, a distance of 154.27 feet;

North 42 deg. 51 min. 10 sec. East, a distance of 100.33 feet;

North 77 deg. 17 min. 59 sec. East, a distance of 94.06 feet;

South 73 deg. 35 min. 56 sec. East, a distance of 49.93 feet;

North 87 deg. 18 min. 55 sec. East, a distance of 72.64 feet;

North 69 deg. 58 min. 14 sec. East, a distance of 170.43 feet;

North 61 deg. 45 min. 38 sec. East, a distance of 342.10 feet;

North 45 deg. 09 min. 40 sec. East, a distance of 135.87 feet;

North 48 deg. 22 min. 12 sec. East, a distance of 95.16 feet;

South 88 deg. 00 min. 22 sec. East, a distance of 33.23 feet;

South 51 deg. 06 min. 32 sec. East, a distance of 113.07 feet;

South 45 deg. 09 min. 04 sec. East, a distance of 149.75 feet;

South 64 deg. 04 min. 16 sec. East, a distance of 170.34 feet;

South 82 deg. 58 min. 49 sec. East, a distance of 191.84 feet;

North 61 deg. 17 min. 34 sec. East, a distance of 94.24 feet;

North 20 deg. 00 min. 00 sec. East, a distance of 105.84 feet;

North 11 deg. 44 min. 28 sec. East, a distance of 97.33 feet;

North 29 deg. 09 min. 43 sec. East, a distance of 66.14 feet;

North 72 deg. 48 min. 46 sec. East, a distance of 65.89 feet;

North 84 deg. 08 min. 17 sec. East, a distance of 60.16 feet;

South 60 deg. 01 min. 59 sec. East, a distance of 103.62 feet;

South 40 deg. 07 min. 11 sec. East, a distance of 256.88 feet;

South 51 deg. 54 min. 24 sec. East, a distance of 138.91 feet;

South 82 deg. 48 min. 45 sec. East, a distance of 122.06 feet;

North 70 deg. 21 min. 18 sec. East, a distance of 136.98 feet;

North 57 deg. 07 min. 49 sec. East, a distance of 128.52 feet;

South 88 deg. 18 min. 11 sec. East, a distance of 215.05 feet;

North 87 deg. 33 min. 36 sec. East, a distance of 110.32 feet;

North 67 deg. 52 min. 06 sec. East, a distance of 207.51 feet;

North 08 deg. 48 min. 05 sec. East, a distance of 5.83 feet;

North 62 deg. 35 min. 14 sec. East, a distance of 65.10 feet;

THENCE South 01 deg. 46 min. 28 sec. West departing said North line and centerline, a distance of 224.07 feet to a 1/2" capped iron rod set stamped “GOODWIN & MARSHALL” herein after referred to as 1/2” capped iron rod set, for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 50.00 feet, a central angle of 73 deg. 12 min. 1 sec., and being subtended by a chord which bears South 01 deg. 46 min. 28 sec. West - 59.62 feet;

THENCE in a southerly direction along said curve to the left, a distance of 63.88 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 46 min. 28 sec. West non-tangent to said curve, a distance of 224.78 feet to a 1/2" capped iron rod set;

THENCE South 44 deg. 04 min. 10 sec. West, a distance of 14.86 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 43 min. 48 sec. West, a distance of 50.18 feet to a 1/2" capped iron rod set;

THENCE South 45 deg. 45 min. 05 sec. East, a distance of 13.51 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 46 min. 28 sec. West, a distance of 234.76 feet to a 1/2" capped iron rod set;

THENCE South 44 deg. 05 min. 06 sec. West, a distance of 14.79 feet to a 1/2" capped iron rod set;

THENCE South 00 deg. 06 min. 57 sec. West, a distance of 50.08 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 46 min. 28 sec. West, a distance of 132.90 feet to a 1/2" capped iron rod set in the North line of said Ridgeview Estates and the South line of said 207.569 acre tract;

THENCE North 88 deg. 13 min. 32 sec. West along said North and South lines, a distance of 633.23 feet to the **POINT OF BEGINNING**, containing 10,671,967 square feet or 244.995 acres of land, more or less.

TRACT 2:

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Instrument No. 2016-55837 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the Southwest corner of said 411.268 acre tract, the Southeast corner of a called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Instrument No. 2017-5803 (DRDCT), and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90’ public right-of-way);

THENCE North 0 deg. 25 min. 43 sec. West departing said North right-of-way line and continue along the West line of said 411.268 acre tract and the East line of said 241.210 acre tract, a distance of 589.13 feet;

THENCE North 89 deg. 27 min. 17 sec. East departing said East and West lines, a distance of 479.16 feet to a 5/8" iron rod found "bent" for an ell corner of said 411.268 acre tract and the Northwest corner of a called 3.0 acre tract described in a deed to William D. Mitchell recorded in Volume 2292, Page 269 (DRDCT);

THENCE South 0 deg. 32 min. 43 sec. East along the East line of said 411.268 acre tract and the West line of said 3.0 acre tract, a distance of 588.16 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 411.268 acre tract, the Southwest corner of said 3.0 acre tract and being in the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 20 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 480.36 feet to the **POINT OF BEGINNING**, containing 282,408 square feet or 6.483 acres of land, more or less.

EXHIBIT O-5 – IMPROVEMENT AREA #2-A LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land situated in a portion of the Hugh McDonald Survey, Abstract No. 879, the Nathaniel S. Hazelton Survey, Abstract No. 546, the R.W. Terrill Survey, Abstract No. 1650, and the William W. Young Survey, Abstract No. 1444, City of Justin, Denton County Texas, being part of that certain called 207.569 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64678 of the Deed Records of Denton County, Texas (DRDCT), and all of that certain called 11.234 acre tract described in a deed to Bloomfield Homes, LP recorded in Document No. 2016-64656 (DRDCT), and being more completely described as follows to-wit;

BEGINNING at a 3/8" iron rod found for a Northwest corner of Ridgeview Estates recorded in Cabinet N, Page 398 of the Plat Records of Denton County, Texas, an ell corner of said 207.569 acre tract, and being in the East line of said 11.234 acre tract;

THENCE South 00 deg. 24 min. 46 sec. West along the East line of said 11.234 acre tract and the West line of said Ridgeview Estates, a distance of 965.92 feet to a 1/2" capped iron rod found stamped "3638" for an ell corner of said Ridgeview Estates and the Southeast corner of said 11.234 acre tract;

THENCE North 89 deg. 31 min. 56 sec. West along the North line of said Ridgeview Estates and the South line of said 11.234 acre tract, a distance of 394.61 feet to a found fence corner at the Southwest corner of said 11.234 acre tract, the most westerly Northwest corner of said Ridgeview Estates, and being in the East line of a called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded Document No. 2016-55837 (DRDCT);

THENCE North 00 deg. 08 min. 56 sec. West along said East line and the West line of said 11.234 acre tract, a distance of 1,223.67 feet to a 1/2" capped iron rod set for the Northwest corner of said 11.234 acre tract, the Northeast corner of said 411.268 acre tract, and being in the South line of said 207.569 acre tract;

THENCE North 89 deg. 53 min. 56 sec. West, along the North line of said 411.268 acre tract and said South lines, a distance of 611.21 feet to a 1/2" capped iron rod set;

THENCE North 00 deg. 06 min. 04 sec. East, departing said North and South lines a distance of 534.46 feet to the North line of said 207.569 acre tract and being the approximate centerline of Oliver Creek;

THENCE in an easterly direction along said North line and centerline the following eighteen (18) courses;

South 82 deg. 58 min. 49 sec. East, a distance of 95.92 feet;

North 61 deg. 17 min. 34 sec. East, a distance of 94.24 feet;

North 20 deg. 00 min. 00 sec. East, a distance of 105.84 feet;

North 11 deg. 44 min. 28 sec. East, a distance of 97.33 feet;

North 29 deg. 09 min. 43 sec. East, a distance of 66.14 feet;

North 72 deg. 48 min. 46 sec. East, a distance of 65.89 feet;

North 84 deg. 08 min. 17 sec. East, a distance of 60.16 feet;

South 60 deg. 01 min. 59 sec. East, a distance of 103.62 feet;

South 40 deg. 07 min. 11 sec. East, a distance of 256.88 feet;

South 51 deg. 54 min. 24 sec. East, a distance of 138.91 feet;

South 82 deg. 48 min. 45 sec. East, a distance of 122.06 feet;

North 70 deg. 21 min. 18 sec. East, a distance of 136.98 feet;

North 57 deg. 07 min. 49 sec. East, a distance of 128.52 feet;

South 88 deg. 18 min. 11 sec. East, a distance of 215.05 feet;

North 87 deg. 33 min. 36 sec. East, a distance of 110.32 feet;

North 67 deg. 52 min. 06 sec. East, a distance of 207.51 feet;

North 08 deg. 48 min. 05 sec. East, a distance of 5.83 feet;

North 62 deg. 35 min. 14 sec. East, a distance of 65.10 feet;

THENCE South 01 deg. 46 min. 28 sec. West departing said North line and centerline, a distance of 224.07 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 50.00 feet, a central angle of 73 deg. 12 min. 1 sec., and being subtended by a chord which bears South 01 deg. 46 min. 28 sec. West - 59.62 feet;

THENCE in a southerly direction along said curve to the left, a distance of 63.88 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 46 min. 28 sec. West non-tangent to said curve, a distance of 224.78 feet to a 1/2" capped iron rod set;

THENCE South 44 deg. 04 min. 10 sec. West, a distance of 14.86 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 43 min. 48 sec. West, a distance of 50.18 feet to a 1/2" capped iron rod set;

THENCE South 45 deg. 45 min. 05 sec. East, a distance of 13.51 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 46 min. 28 sec. West, a distance of 234.76 feet to a 1/2" capped iron rod set;

THENCE South 44 deg. 05 min. 06 sec. West, a distance of 14.79 feet to a 1/2" capped iron rod set;

THENCE South 00 deg. 06 min. 57 sec. West, a distance of 50.08 feet to a 1/2" capped iron rod set;

THENCE South 01 deg. 46 min. 28 sec. West, a distance of 132.90 feet to a 1/2" capped iron rod set in the North line of said Ridgeview Estates and the South line of said 207.569 acre tract;

THENCE North 88 deg. 13 min. 32 sec. West along said North and South lines, a distance of 633.23 feet to the **POINT OF BEGINNING**, containing 1,721,565 square feet or 39.522 acres of land, more or less.

EXHIBIT O-6 – IMPROVEMENT AREA #2-B LEGAL DESCRIPTION

Tract 1:

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, the H. McDonald Survey, Abstract No. 879, City of Justin, Denton County, Texas, being part of that certain called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Instrument No. 2016-55837 of the Deed Records of Denton County, Texas (DRDCT), and a part of a called 207.569 acre tract described in a deed to Bloomfield Homes, LP recorded in Instrument No. 2016-64678 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northeast corner of said 411.268 acre tract, the Northwest corner of a called 11.234 acre tract described in a deed to Bloomfield Homes, LP recorded in Instrument No. 2016-64656 (DRDCT), in the South line of said 207.569 acre tract, and the recognized North line of said H. McDonald Survey, and the recognized South line of the W. W. Young Survey, Abstract No. 1444;

THENCE South 0 deg. 8 min. 56 sec. East departing said Survey lines and continue along the East line of said 411.268 acre tract and the West line of said 11.234 acre tract, a distance of 1,223.67 feet to a fence corner for the Southwest corner of said 11.234 acre tract and being the most westerly Northwest corner of Ridgeview Estates recorded in Cabinet N, Page 398 of the Plat Records of Denton County, Texas (PRDCT);

THENCE South 5 deg. 15 min. 18 sec. West along said East line and the West line of said Ridgeview Estates, a distance of 21.76 feet to a Bois D' Arc fence corner for the most easterly Southeast corner of said 411.268 acre tract and the Northeast corner of a called 82.044 acre tract described in a deed to Peggy Ihnfeldt recorded in Instrument No. 2004-116851 (DRDCT);

THENCE North 89 deg. 54 min. 49 sec. West departing said West line and continue along a South line of said 411.268 acre tract and the North line of said 82.044 acre tract, a distance of 1,415.75 feet to a 1/2" iron pipe found for the Northwest corner of said 82.044 acre tract and an ell corner of said 411.268 acre tract;

THENCE South 0 deg. 18 min. 0 sec. East along the East line of said 411.268 acre tract and the West line of said 82.044 acre tract, a distance of 2,692.74 feet to a bolt found for the Southwest corner of said 82.044 acre tract and an ell corner of said 411.268 acre tract;

THENCE South 89 deg. 28 min. 31 sec. West along a South line of said 411.268 acre tract, a distance of 1,286.69 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of same;

THENCE South 0 deg. 32 min. 43 sec. East along the East line of said 411.268 acre tract, a distance of 1,860.56 feet to a point for corner for the most southerly Southeast corner of said 411.268 acre tract and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' public right-of-way), from which a 100D nail found bears South 0 deg. 32 min. 43 sec. East - 0.79 feet;

THENCE South 89 deg. 26 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 962.81 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 411.268 acre tract and the Southeast corner of a called 4.05 acre tract described in a deed to Pete Allen Mitchell, et ux recorded in Volume 1226, Page 932 (DRDCT);

THENCE North 0 deg. 32 min. 43 sec. West departing said North right-of-way line and continue along a West line of said 411.268 acre tract and the East line of said 4.05 acre tract, a distance of 588.43 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 411.268 acre tract and the Northeast corner of said 4.05 acre tract;

THENCE North 89 deg. 31 min. 9 sec. East departing said lines, a distance of 553.79 feet;

THENCE North 0 deg. 32 min. 12 sec. West, a distance of 1,024.54 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,260.00 feet, a central angle of 26 deg. 45 min. 51 sec., and being subtended by a chord which bears North 12 deg. 50 min. 44 sec. East - 583.24 feet;

THENCE in a northerly direction along said curve to the right, a distance of 588.58 feet;

THENCE North 26 deg. 13 min. 39 sec. East tangent to said curve, a distance of 355.27 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,140.00 feet, a central angle of 26 deg. 38 min. 4 sec., and being subtended by a chord which bears North 12 deg. 54 min. 37 sec. East - 525.18 feet;

THENCE in a northerly direction along said curve to the left, a distance of 529.94 feet;

THENCE North 0 deg. 24 min. 25 sec. West tangent to said curve, a distance of 2,805.66 feet to the North line of said 411.268 acre tract and the South line of said 207.569 acre tract;

THENCE South 89 deg. 53 min. 56 sec. East along said North and South lines, a distance of 340.04 feet to the West corner of said 207.569 acre tract and being the approximate centerline of Oliver Creek;

THENCE in an easterly direction along the North line of said 207.596 acre tract and centerline the following fifteen (15) courses;

North 51 deg. 55 min. 53 sec. East, a distance of 348.37 feet;

North 40 deg. 16 min. 03 sec. East, a distance of 154.27 feet;

North 42 deg. 51 min. 10 sec. East, a distance of 100.33 feet;

North 77 deg. 17 min. 59 sec. East, a distance of 94.06 feet;

South 73 deg. 35 min. 56 sec. East, a distance of 49.93 feet;

North 87 deg. 18 min. 55 sec. East, a distance of 72.64 feet;

North 69 deg. 58 min. 14 sec. East, a distance of 170.43 feet;

North 61 deg. 45 min. 38 sec. East, a distance of 342.10 feet;

North 45 deg. 09 min. 40 sec. East, a distance of 135.87 feet;

North 48 deg. 22 min. 12 sec. East, a distance of 95.16 feet;

South 88 deg. 00 min. 22 sec. East, a distance of 33.23 feet;

South 51 deg. 06 min. 32 sec. East, a distance of 113.07 feet;

South 45 deg. 09 min. 04 sec. East, a distance of 149.75 feet;

South 64 deg. 04 min. 16 sec. East, a distance of 170.34 feet;

South 82 deg. 58 min. 49 sec. East, a distance of 95.92 feet;

THENCE South 00 degrees 06 minutes 04 seconds West departing said North line and center line, a distance of 534.46 feet to the South line of said 207.569 acre tract and the North line of said 411.268 acre tract;

THENCE South 89 degrees 53 minutes 56 seconds East, a distance of 611.21 feet to the **POINT OF BEGINNING**, containing 8,961,164 square feet or 205.720 acres of land, more or less.

TRACT 2:

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 411.268 acre tract described in a deed to Justin Timberbrook, LLC recorded in Instrument No. 2016-55837 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the Southwest corner of said 411.268 acre tract, the Southeast corner of a called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Instrument No. 2017-5803 (DRDCT), and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' public right-of-way);

THENCE North 0 deg. 25 min. 43 sec. West departing said North right-of-way line and continue along the West line of said 411.268 acre tract and the East line of said 241.210 acre tract, a distance of 589.13 feet;

THENCE North 89 deg. 27 min. 17 sec. East departing said East and West lines, a distance of 479.16 feet to a 5/8" iron rod found "bent" for an ell corner of said 411.268 acre tract and the Northwest corner of a called 3.0 acre tract described in a deed to William D. Mitchell recorded in Volume 2292, Page 269 (DRDCT);

THENCE South 0 deg. 32 min. 43 sec. East along the East line of said 411.268 acre tract and the West line of said 3.0 acre tract, a distance of 588.16 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 411.268 acre tract, the Southwest corner of said 3.0 acre tract and being in the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 20 min. 19 sec. West along the South line of said 411.268 acre tract and said North right-of-way line, a distance of 480.36 feet to the **POINT OF BEGINNING**, containing 282,408 square feet or 6.483 acres of land, more or less.

EXHIBIT O-7 – IMPROVEMENT AREA #2-B COMMERCIAL PROPERTY LEGAL DESCRIPTION

Tract 1

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 186.362 acre tract described as Tract 1 in a deed to Bloomfield Homes, LP recorded in Instrument No. 2021-106330 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a point for corner for the most southerly Southeast corner of said 186.362 acre tract and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' public right-of-way), from which a 100D nail found bears South 00 deg. 32 min. 43 sec. East – 0.79 feet, and from which a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for an ell corner of said 186.362 acre tract bears North 00 deg. 32 min. 43 sec. West – 1,860.56 feet;

THENCE South 89 deg. 26 min. 19 sec. West along the South line of said 186.362 acre tract and said North right-of-way line, a distance of 289.11 feet;

THENCE North 00 deg. 32 min. 12 sec. West departing said South line and North right-of-way line, a distance of 587.62 feet;

THENCE North 89 deg. 27 min. 17 sec. East, a distance of 289.02 feet to the East line of said 186.362 acre tract;

THENCE South 00 deg. 32 min. 43 sec. East along said East line, a distance of 587.53 feet to the **POINT OF BEGINNING**, containing 169,849 square feet or 3.899 acres of land, more or less.

Tract 2

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 186.362 acre tract described as Tract 1 in a deed to Bloomfield Homes, LP recorded in Instrument No. 2021-106330 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southwest corner of said 186.362 acre tract, the Southeast corner of a called 4.05 acre tract described in a deed to Pete Allen Mitchell, et ux recorded in Volume 1226, Page 932 (DRDCT), and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90' public right-of-way);

THENCE North 00 deg. 32 min. 43 sec. West departing said North right-of-way line and continue along the West line of said 186.362 acre tract and the East line of said 4.05 acre tract, a distance of 588.43 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the most westerly Northwest corner of said 186.362 acre tract and the Northeast corner of said 4.05 acre tract;

THENCE North 89 deg. 31 min. 09 sec. East along a North line of said 186.362 acre tract, a distance of 553.79 feet to an ell corner of same;

THENCE South 00 deg. 32 min. 12 sec. East departing said North line, a distance of 587.65 feet to the South line of said 186.362 acre tract and the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 26 min. 19 sec. West along said South line and North right-of-way line, a distance of 553.70 feet to the **POINT OF BEGINNING**, containing 325,623 square feet or 7.475 acres of land, more or less.

Tract 3

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being all of that certain called 6.483 acre tract described as Tract 2 in a deed to Bloomfield Homes, LP recorded in Instrument No. 2021-106330 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the Southwest corner of said 6.483 acre tract, the Southeast corner of a called 241.210 acre tract described in a deed to Justin Timberbrook, LLC recorded in Instrument No. 2017-5803 (DRDCT), and being in the North right-of-way line of Farm-to-Market Highway No. 407 (90’ public right-of-way);

THENCE North 00 deg. 25 min. 43 sec. West departing said North right-of-way line and continue along the West line of said 6.483 acre tract and the East line of said 241.210 acre tract, a distance of 589.13 feet to the Northwest corner of said 6.483 acre tract;

THENCE North 89 deg. 27 min. 17 sec. East departing said East line and continue along the North line of said 6.483 acre tract, a distance of 479.16 feet to a 5/8" iron rod found "bent" for the Northeast corner of same and being the Northwest corner of a called 3.0 acre tract described in a deed to William D. Mitchell recorded in Volume 2292, Page 269 (DRDCT);

THENCE South 00 deg. 32 min. 43 sec. East along the East line of said 6.483 acre tract and the West line of said 3.0 acre tract, a distance of 588.16 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southeast corner of said 6.483 acre tract, the Southwest corner of said 3.0 acre tract and being in the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 20 min. 19 sec. West along the South line of said 6.483 acre tract and said North right-of-way line, a distance of 480.36 feet to the **POINT OF BEGINNING**, containing 282,408 square feet or 6.483 acres of land, more or less.

EXHIBIT O-8 – IMPROVEMENT AREA #2-B SINGLE FAMILY PROPERTY LEGAL DESCRIPTION

Being approximately 212.203 acres of land described in the Improvements Area #2-B legal description on **Exhibit O-6**, **SAVE AND EXCEPT** the approximately 17.857 acre tract of land described in the Improvement Area #2-B Commercial Property legal description on **Exhibit O-7**.

[Remainder of page intentionally left blank.]

EXHIBIT O-9 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Margaret Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 299.874 acre tract described in a deed to Bloomfield Homes, L.P. recorded in Document No. 2023-66798 of the Deed Records of Denton County, Texas (DRDCT), being part of Timberbrook, Phase 7 recorded in Document No. 2024-233 of the Plat Records of Denton County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "GMCIVIL" for the most easterly Southeast corner of said Timberbrook, Phase 7, the Northeast corner of a called 32.216 acre tract described in a deed to JT Ladera, LLC recorded in Document No. 2022-169892 (DRDCT) and being in the West right-of-way line of Timberbrook Parkway (120' width right-of-way) recorded in Document No. 2022-326 (PRDCT);

THENCE South 89 deg. 27 min. 48 sec. West departing said West right-of-way line and continue along the North line of said 32.216 acre tract and the South line of said Timberbrook, Phase 7, a distance of 919.88 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 08 deg. 17 min. 28 sec., and being subtended by a chord which bears North 08 deg. 13 min. 52 sec. West - 381.70 feet;

THENCE in a northerly direction departing said North and South lines and continue along said curve to the right, a distance of 382.03 feet;

THENCE North 00 deg. 25 min. 43 sec. West non-tangent to said curve, a distance of 1,620.62 feet;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 105.72 feet;

THENCE South 71 deg. 49 min. 47 sec. East, a distance of 33.17 feet;

THENCE South 69 deg. 53 min. 34 sec. East, a distance of 66.56 feet;

THENCE South 58 deg. 08 min. 17 sec. East, a distance of 66.56 feet;

THENCE South 50 deg. 54 min. 33 sec. East, a distance of 15.33 feet;

THENCE South 53 deg. 24 min. 08 sec. East, a distance of 73.75 feet;

THENCE South 61 deg. 45 min. 10 sec. East, a distance of 86.43 feet;

THENCE South 70 deg. 45 min. 57 sec. East, a distance of 86.43 feet;

THENCE South 80 deg. 25 min. 20 sec. East, a distance of 98.74 feet;

THENCE North 89 deg. 55 min. 16 sec. East, a distance of 86.43 feet;

THENCE North 80 deg. 54 min. 33 sec. East, a distance of 86.43 feet;

THENCE North 76 deg. 16 min. 28 sec. East, a distance of 492.19 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 825.00 feet, a central angle of 03 deg. 32 min. 05 sec., and being subtended by a chord which bears North 08 deg. 08 min. 20 sec. West - 50.89 feet;

THENCE in a northerly direction along said curve to the left, a distance of 50.90 feet;

THENCE North 80 deg. 05 min. 38 sec. East non-tangent to said curve, a distance of 163.56 feet to the West right-of-way line of said Timberbrook Parkway and the East line of said 299.874 acre tract;

THENCE in a southerly direction along said West right-of-way line and said East line the following nine (9) courses;

South 00 deg. 24 min. 25 sec. East, a distance of 541.98 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,140.00 feet, a central angle of 05 deg. 30 min. 03 sec., and being subtended by a chord which bears South 02 deg. 20 min. 37 sec. West - 109.41 feet;

Continue in a southerly direction along said curve to the right, a distance of 109.45 feet;

South 50 deg. 46 min. 05 sec. West non-tangent to said curve, a distance of 14.04 feet;

South 06 deg. 51 min. 12 sec. West, a distance of 50.00 feet;

South 37 deg. 43 min. 26 sec. East, a distance of 13.87 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of

1,140.00 feet, a central angle of 17 deg. 36 min. 54 sec., and being subtended by a chord which bears South 17 deg. 25 min. 12 sec. West - 349.10 feet;

Continue in a southerly direction along said curve to the right, a distance of 350.48 feet;

South 26 deg. 13 min. 39 sec. West tangent to said curve, a distance of 355.27 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,260.00 feet, a central angle of 08 deg. 47 min. 56 sec., and being subtended by a chord which bears South 21 deg. 49 min. 41 sec. West - 193.31 feet;

Continue in a southerly direction along said curve to the left, a distance of 193.50 feet;

South 61 deg. 31 min. 09 sec. West non-tangent to said curve, a distance of 14.31 feet to the Northeast corner of said Timberbrook, Phase 7;

THENCE in a southerly direction along said West right-of-way line and the East line of said Timberbrook, Phase 7 the following four (4) courses;

South 15 deg. 50 min. 13 sec. West, a distance of 50.00 feet;

South 29 deg. 50 min. 43 sec. East, a distance of 14.31 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,260.00 feet, a central angle of 14 deg. 46 min. 55 sec., and being subtended by a chord which bears South 06 deg. 51 min. 16 sec. West - 324.17 feet;

Continue in a southerly direction along said curve to the left, a distance of 325.07 feet;

South 00 deg. 32 min. 12 sec. East tangent to said curve, a distance of 50.58 feet to the **POINT OF BEGINNING**, containing 2,280,512 square feet or 52.354 acres of land, more or less.

EXHIBIT O-10 – IMPROVEMENT AREA #4 LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Margaret Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 32.216 acre tract described in a deed to JT Ladera, LLC recorded in Document No. 2022-169892 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "MCADAMS" for the Southwest corner of said 32.216 acre tract, the Northwest corner of a called 9.001 acre tract described in a deed to Milestone Church recorded in Document No. 2022-170409 (DRDCT) and being in the East line of Timberbrook, Phase 7 recorded in Document No. 2024-233 of the Plat Records of Denton County, Texas (PRDCT);

THENCE North 00 deg. 25 min. 43 sec. West along said East line and the West line of said 32.216 acre tract, a distance of 732.68 feet, from which a 1/2" capped iron rod found stamped "MCADAMS" for the Northwest corner of said 32.216 acre tract and an ell corner of said Timberbrook, Phase 7 bears North 00 deg. 25 min. 43 sec. West – 150.93 feet;

THENCE North 82 deg. 33 min. 17 sec. East departing said East and West lines, a distance of 654.96 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 01 deg. 36 min. 16 sec., and being subtended by a chord which bears North 13 deg. 10 min. 45 sec. West - 73.93 feet;

THENCE in a northerly direction along said curve to the right, a distance of 73.93 feet to the North line of said 32.216 acre tract and the South line of said Timberbrook, Phase 7;

THENCE North 89 deg. 27 min. 46 sec. East non-tangent to said curve and continue along said North and South lines, a distance of 919.87 feet to the Northeast corner of said 32.216 acre tract, the most easterly Southeast corner of said Timberbrook, Phase 7 and being in the West right-of-way line of Timberbrook Parkway (120' width right-of-way) per Document No. 2022-326 (PRDCT);

THENCE in a southerly direction along the East line of said 32.216 acre tract and said West right-of-way line the following five (5) courses;

South 00 deg. 32 min. 10 sec. East, a distance of 108.45 feet;

South 44 deg. 27 min. 48 sec. West, a distance of 14.14 feet;

South 00 deg. 32 min. 12 sec. East, a distance of 50.00 feet;

South 45 deg. 32 min. 12 sec. East, a distance of 14.14 feet;

South 00 deg. 32 min. 12 sec. East, a distance of 720.19 feet to the Southeast corner of said 32.216 acre tract;

THENCE in a westerly direction departing said West right-of-way line and continue along the South line of said 32.216 acre tract and the North line of said 9.001 acre tract the following seven (7) courses;

South 44 deg. 27 min. 48 sec. West, a distance of 22.56 feet to a Point of Curvature of a circular curve to the right, having a radius of 100.00 feet, a central angle of 45 deg. 03 min. 28 sec., and being subtended by a chord which bears South 66 deg. 59 min. 29 sec. West - 76.63 feet;

Continue in a southwesterly direction along said curve to the right, a distance of 78.64 feet;

South 89 deg. 31 min. 09 sec. West tangent to said curve, a distance of 376.94 feet to a Point of Curvature of a circular curve to the right, having a radius of 235.00 feet, a central angle of 15 deg. 23 min. 21 sec., and being subtended by a chord which bears North 82 deg. 47 min. 11 sec. West - 62.93 feet;

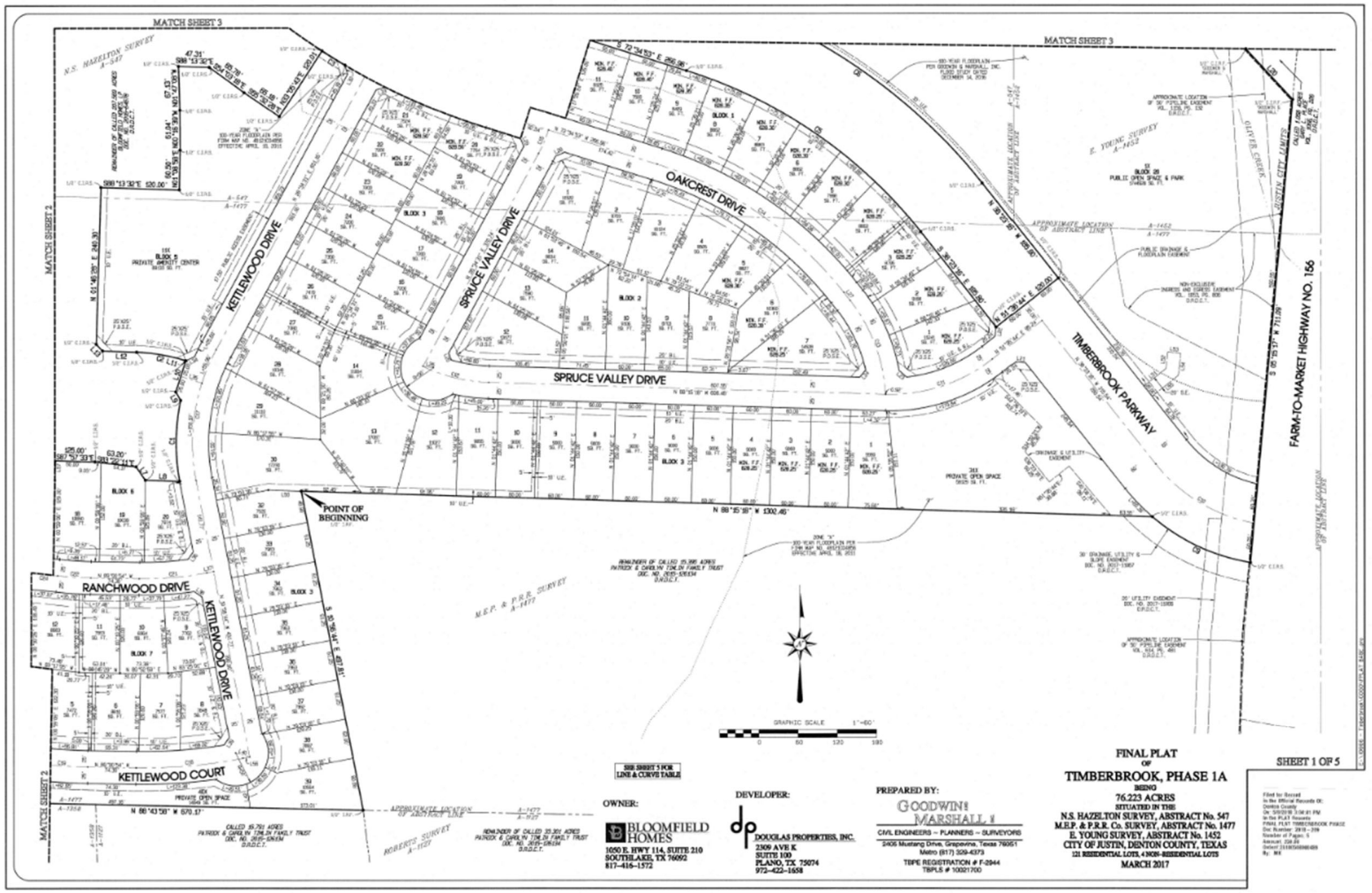
Continue in a westerly direction along said curve to the right, a distance of 63.12 feet;

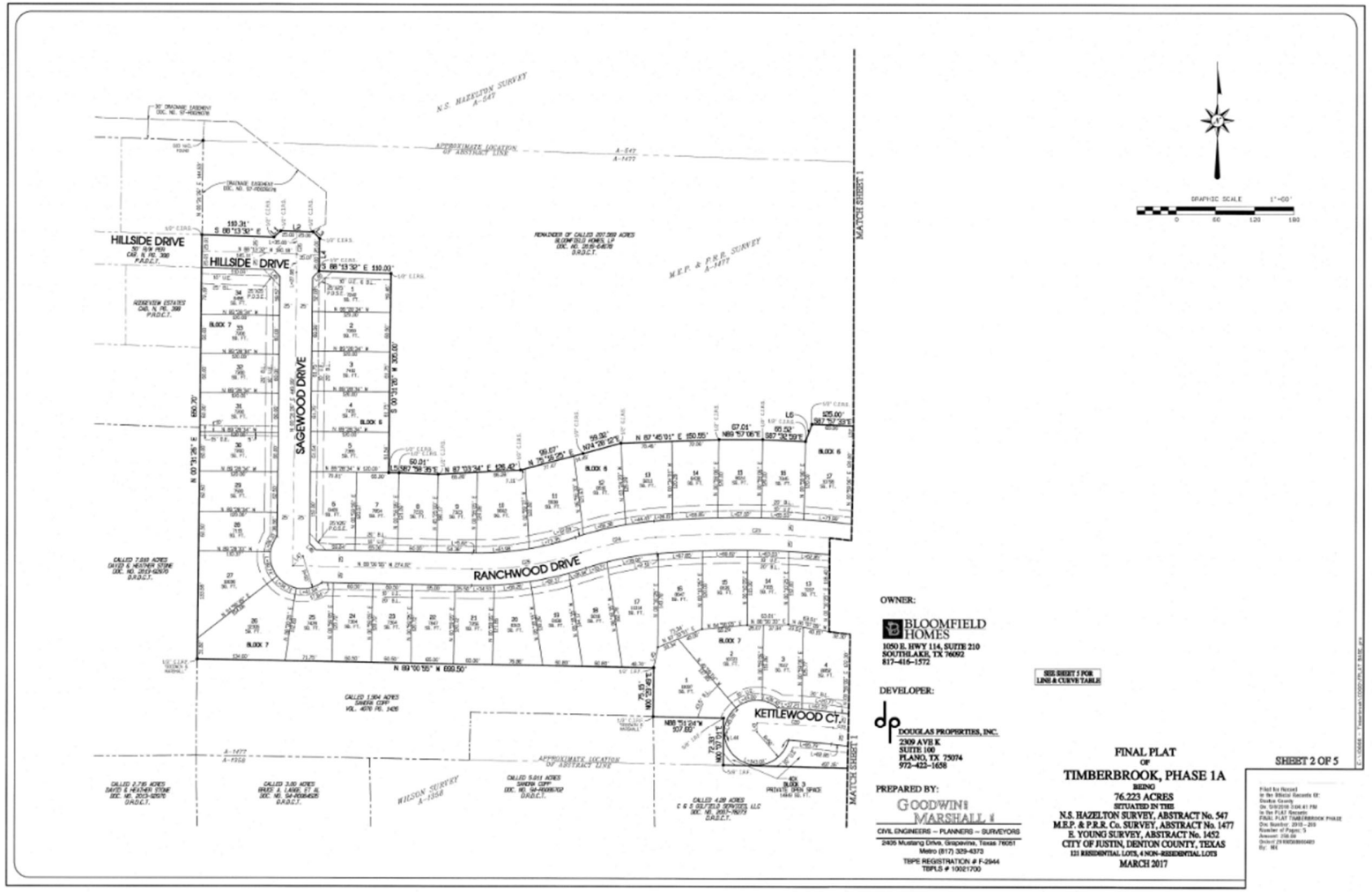
North 75 deg. 05 min. 30 sec. West tangent to said curve, a distance of 28.87 feet;

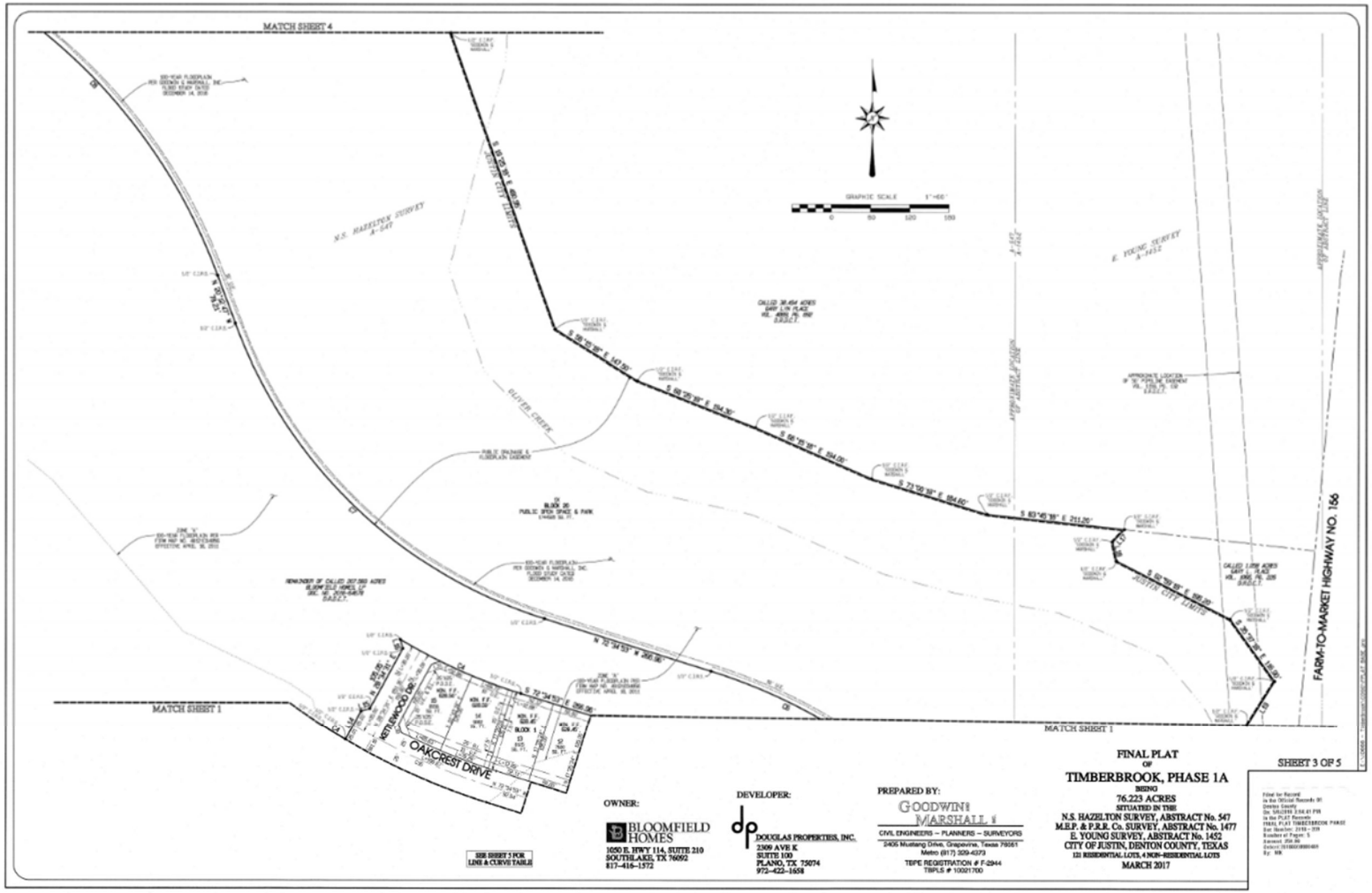
North 00 deg. 39 min. 41 sec. West, a distance of 45.91 feet;

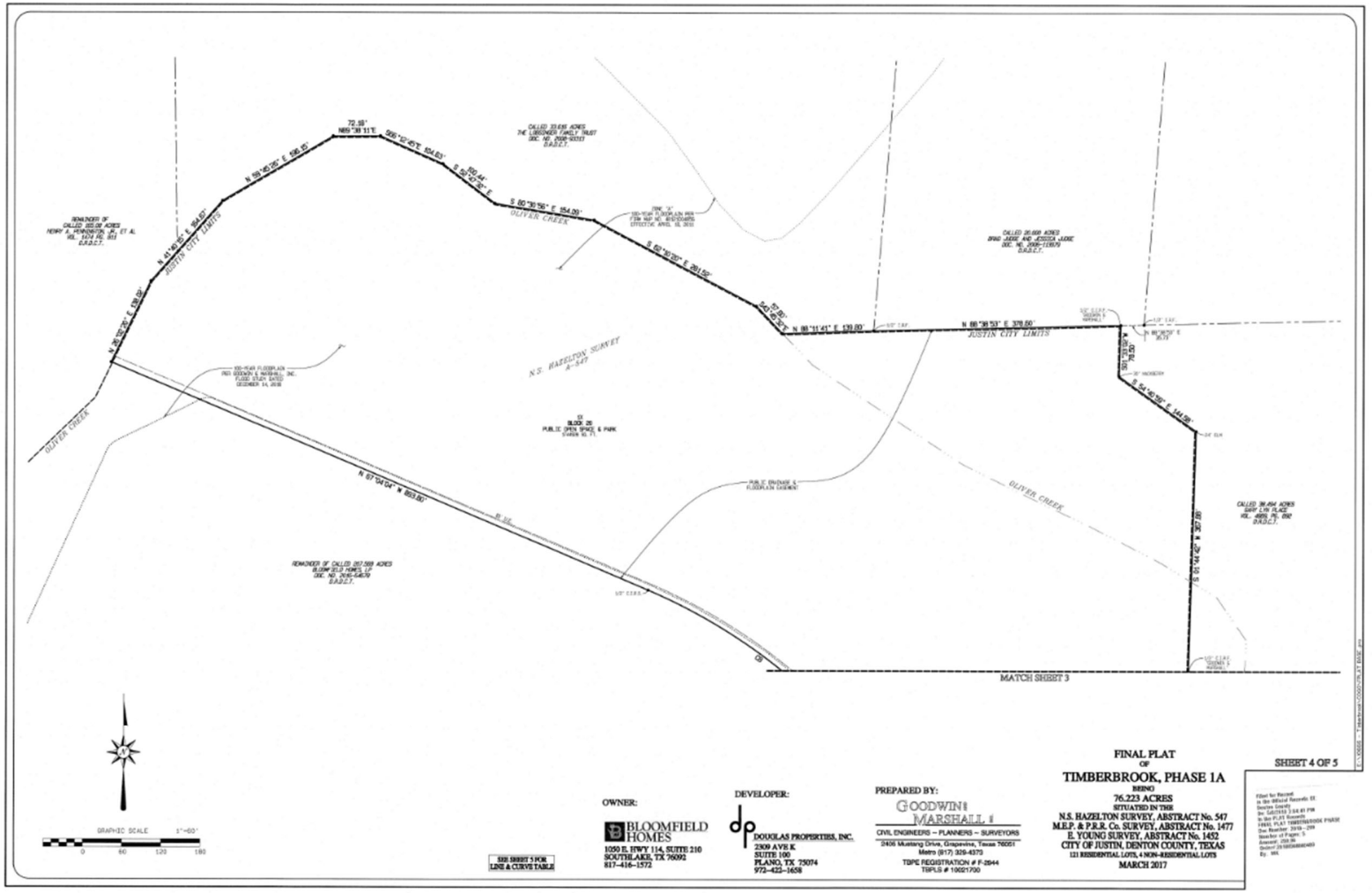
South 89 deg. 20 min. 19 sec. West, a distance of 1,001.29 feet to the **POINT OF BEGINNING**, containing 1,331,447 square feet or 30.566 acres of land, more or less.

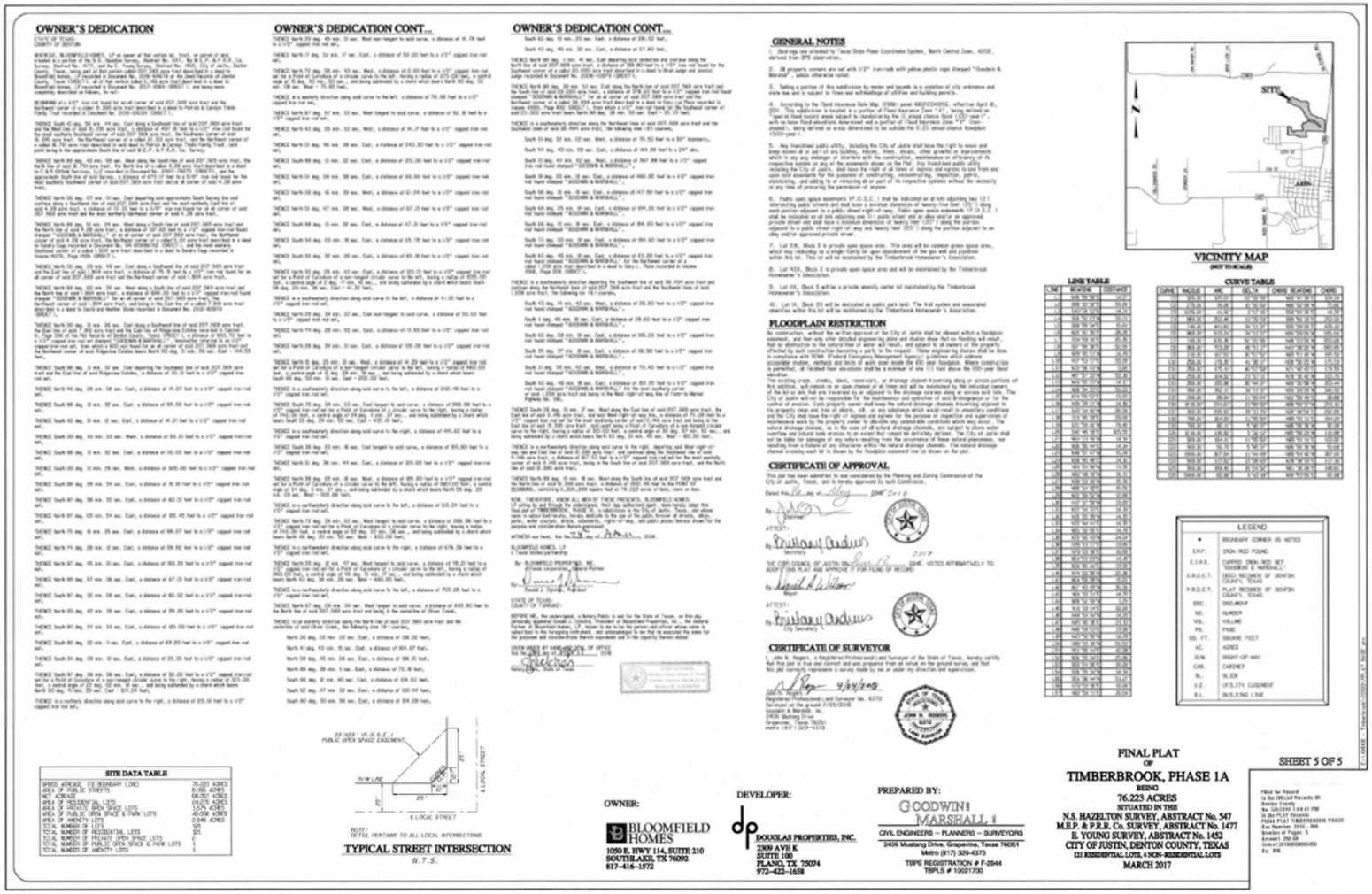
EXHIBIT P-1 – TIMBERBROOK PHASE 1A FINAL PLAT




HILLSIDE DRIVE
HILLSIDE DRIVE
SAGEWOOD DRIVE
RANCHWOOD DRIVE
KETTLEWOOD CT.
MATCH SHEET 1
MATCH SHEET 1
OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
817-416-1572
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1658
PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
SEE SHEET 5 FOR LINE & CURVE TABLE
FINAL PLAT
OF
TIMBERBROOK, PHASE 1A
BEING
76.223 ACRES
SITUATED IN THE
N.S. HAZELTON SURVEY, ABSTRACT No. 547
M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1477
R. YOUNG SURVEY, ABSTRACT No. 1452
CITY OF JUSTIN, DENTON COUNTY, TEXAS
121 RESIDENTIAL LOTS, 4 NON-RESIDENTIAL LOTS
MARCH 2017
SHEET 2 OF 5


MATCH SHEET 4
MATCH SHEET 1
MATCH SHEET 1
FARM-TO-MARKET HIGHWAY NO. 166
OAKCREST DRIVE
WESTBROOK DR.
GLOVER CREEK
GRAPHIC SCALE
FINAL PLAT
OF
TIMBERBROOK, PHASE 1A
SHEET 3 OF 5
OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
817-416-1572
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1608
PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
3405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10001700
76.223 ACRES
SITUATED IN THE
N.S. HAZELTON SURVEY, ABSTRACT No. 547
M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1477
E. YOUNG SURVEY, ABSTRACT No. 1452
CITY OF JUSTIN, DENTON COUNTY, TEXAS
121 RESIDENTIAL LOTS, 4 NON-RESIDENTIAL LOTS
MARCH 2017


JUSTIN CITY LIMITS
OLIVER CREEK
N.S. HAZELTON SURVEY
A-547
JUSTIN CITY LIMITS
OLIVER CREEK
MATCH SHEET 3
GRAPHIC SCALE
0
60
120
180
SEE SHEET 5 FOR
LINE & CURVE TABLE
OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
817-416-1572
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1658
PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
2406 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2644
TBPLS # 10021700
FINAL PLAT
OF
TIMBERBROOK, PHASE 1A
BEING
76.223 ACRES
SITUATED IN THE
N.S. HAZELTON SURVEY, ABSTRACT No. 547
M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1477
E. YOUNG SURVEY, ABSTRACT No. 1452
CITY OF JUSTIN, DENTON COUNTY, TEXAS
121 RESIDENTIAL LOTS, 4 NON-RESIDENTIAL LOTS
MARCH 2017
SHEET 4 OF 5



OWNER'S DEDICATION

OWNER'S DEDICATION CONT...

OWNER'S DEDICATION CONT...

GENERAL NOTES

FLOODPLAIN RESTRICTION

CERTIFICATE OF APPROVAL

CERTIFICATE OF SURVEYOR

VICINITY MAP

SITE DATA TABLE

GROSS ACREAGE, TO BOUNDARY LOAD	76.223 ACRES
AREA OF PUBLIC STREETS	8.395 ACRES
NET ACREAGE	68.057 ACRES
AREA OF RESIDENTIAL LOTS	24.078 ACRES
AREA OF PRIVATE OPEN SPACE LOTS	1.676 ACRES
AREA OF PUBLIC OPEN SPACE & PARK LOTS	40.056 ACRES
AREA OF AMENITY LOTS	2.040 ACRES
TOTAL NUMBER OF LOTS	125
TOTAL NUMBER OF RESIDENTIAL LOTS	121
TOTAL NUMBER OF PRIVATE OPEN SPACE LOTS	1
TOTAL NUMBER OF PUBLIC OPEN SPACE & PARK LOTS	1
TOTAL NUMBER OF AMENITY LOTS	1

TYPICAL STREET INTERSECTION

N.T.S.

OWNER:

BLOOMFIELD HOMES
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
817-416-1572

DEVELOPER:

DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1608

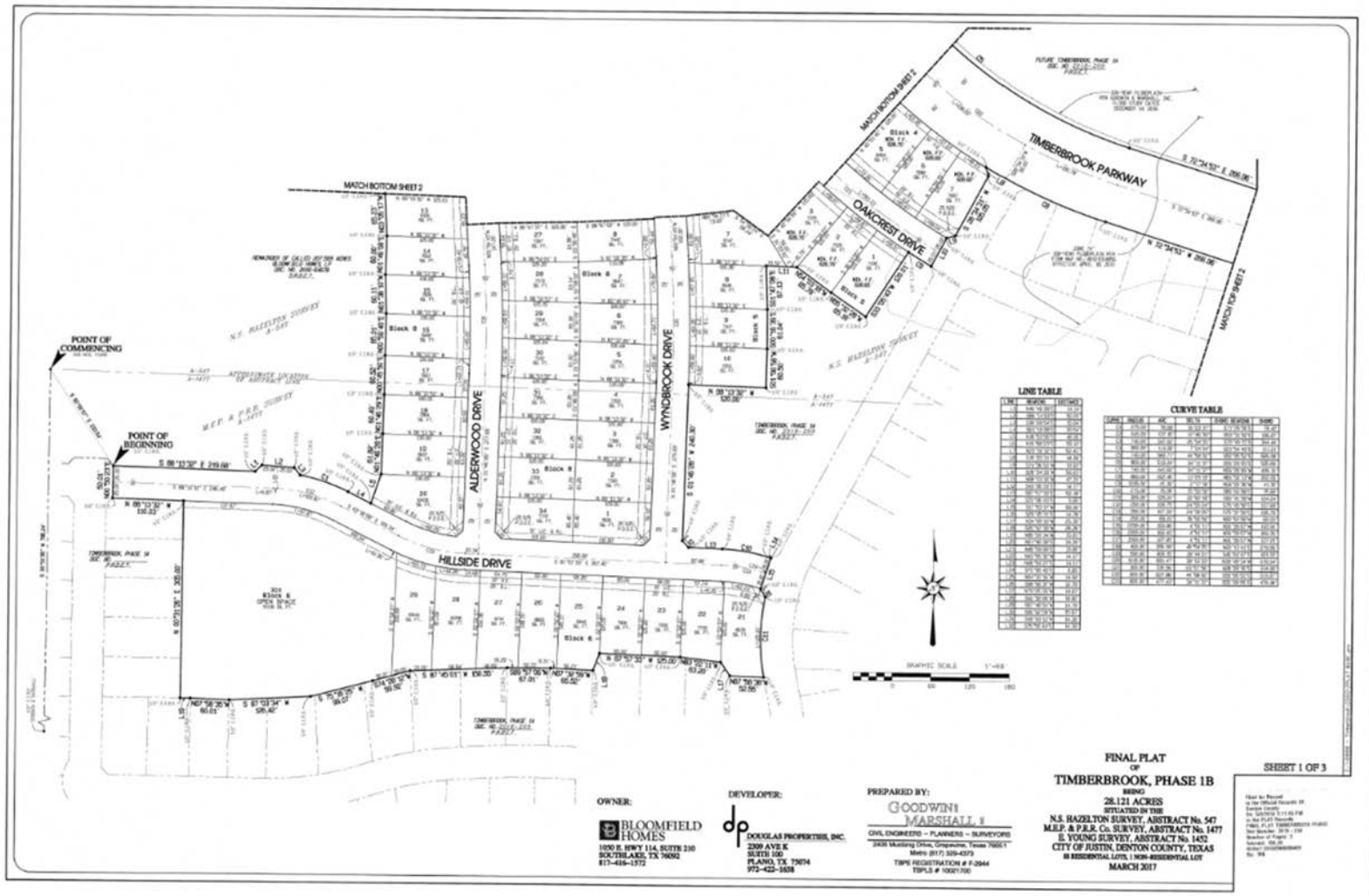
PREPARED BY:

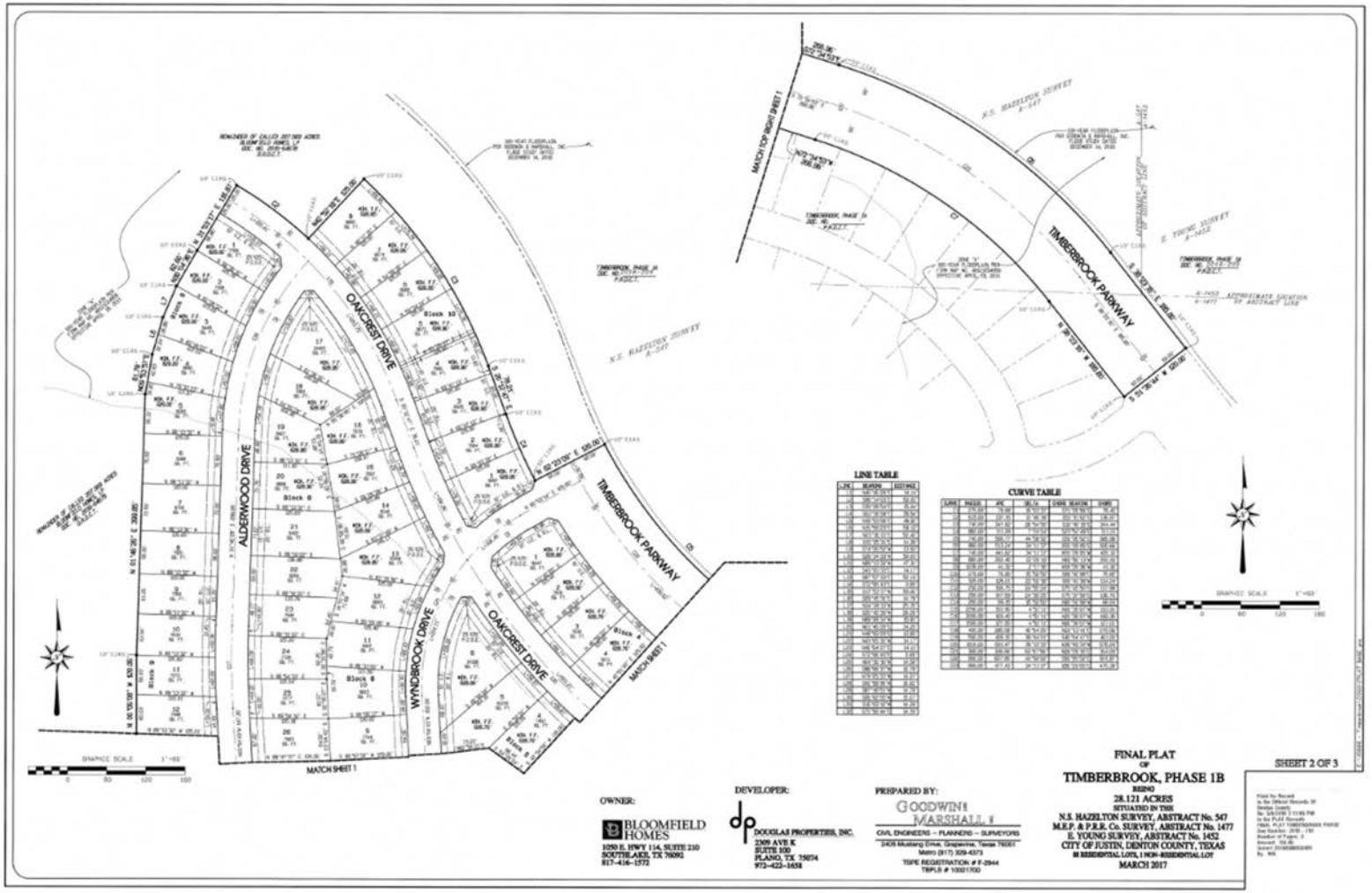
GOODWIN & MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2644
TBPLS # 10021700

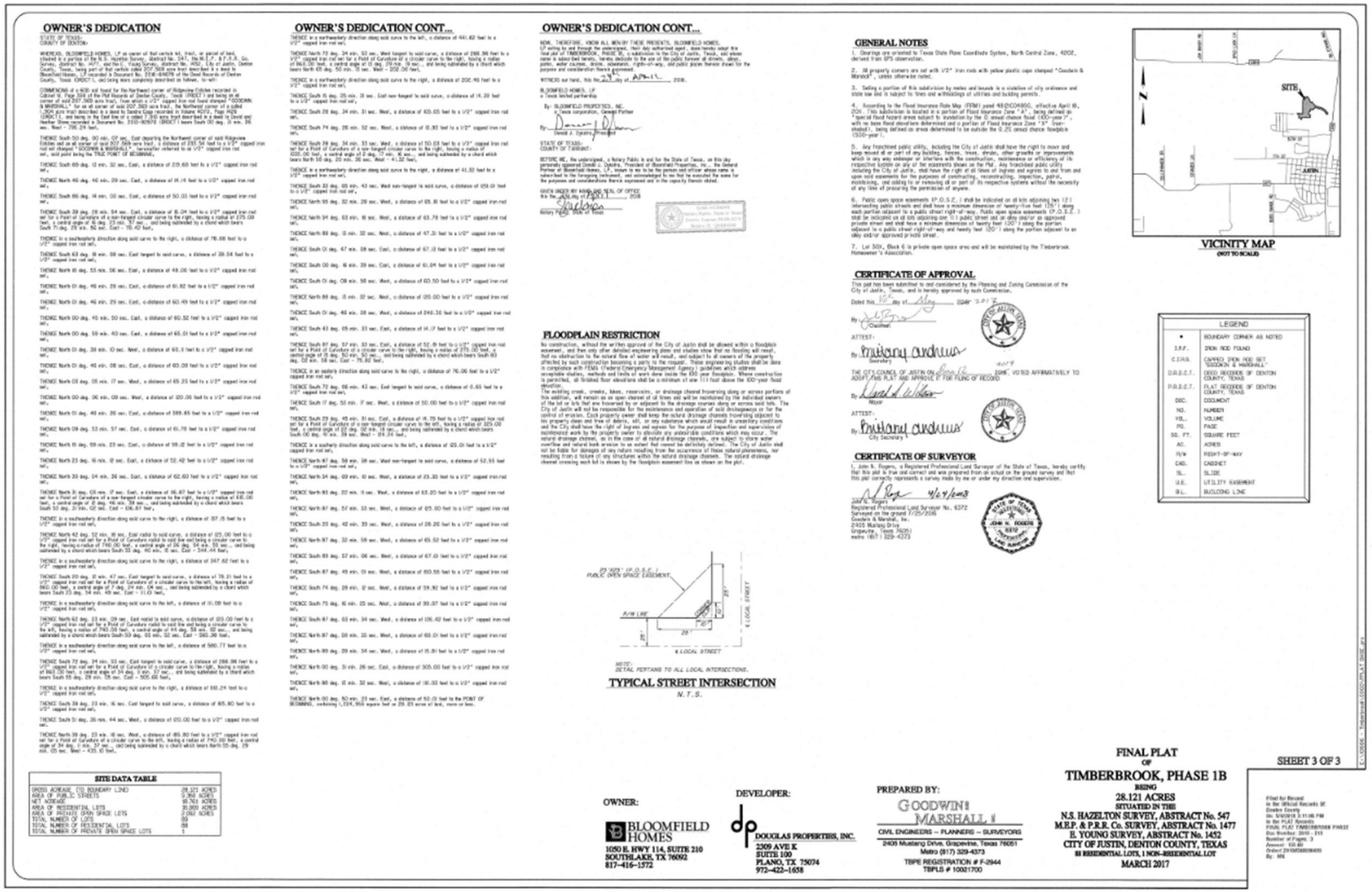
FINAL PLAT
OF
TIMBERBROOK, PHASE 1A
BEING
76.223 ACRES
SITUATED IN THE
N.S. HAZELTON SURVEY, ABSTRACT No. 547
M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1477
E. YOUNG SURVEY, ABSTRACT No. 1452
CITY OF JUSTIN, DENTON COUNTY, TEXAS
121 RESIDENTIAL LOTS, 4 NON-RESIDENTIAL LOTS
MARCH 2017

SHEET 5 OF 5

EXHIBIT P-2 – TIMBERBROOK, PHASE 1B FINAL PLAT




ALDERWOOD DRIVE
OAKCREST DRIVE
WYNDBROOK DRIVE
TIMBERBROOK PARKWAY
MATCH SHEET 1
LINE TABLE
CURVE TABLE
FINAL PLAT
OF
TIMBERBROOK, PHASE 1B
SHEET 2 OF 3
OWNER:
BLOOMFIELD HOMES
DEVELOPER:
DOUGLAS PROPERTIES, INC.
PREPARED BY:
GOODWIN MARSHALL



OWNER'S DEDICATION

OWNER'S DEDICATION CONT...

OWNER'S DEDICATION CONT...

GENERAL NOTES

1. Bearings are oriented to Texas State Plane Coordinate System, North Central Zone, 4202, derived from GPS observation.

2. All property corners are set with 1/2" iron rods with yellow plastic caps stamped "Goodwin & Marshall", unless otherwise noted.

3. Selling a portion of this subdivision by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholdings of utilities and building permits.

4. According to the Flood Insurance Rate Map (FIRM) panel 48251C0480G, effective April 18, 2011, this subdivision is located in a portion of Flood Insurance Zone "A", being defined as "special flood hazard areas subject to inundation by the 0.2 annual chance flood (500-year)", with no base flood elevations determined and a portion of Flood Insurance Zone "X" (non-shaded), being defined as areas determined to be outside the 0.2% annual chance floodplain (500-year).

5. Any franchised public utility, including the City of Justin shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on the Plat. Any franchised public utility including the City of Justin, shall have the right at all times of ingress and egress to and from and upon said easements for the purposes of constructing, reconstructing, inspection, patrol, monitoring, and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of anyone.

6. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining two (2) intersecting public streets and shall have a minimum dimension of twenty-five feet (25') along each portion adjacent to a public street right-of-way. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining one (1) public street and an alley and/or an approved private street and shall have a minimum dimension of twenty feet (20') along the portion adjacent to a public street right-of-way and twenty feet (20') along the portion adjacent to an alley and/or approved private street.

7. Lot 309, Block 6 is private open space area and will be maintained by the Timberbrook Homeowner's Association.

FLOODPLAIN RESTRICTION

No construction, without the written approval of the City of Justin shall be allowed within a floodplain easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. These engineering studies shall be done in compliance with FEMA (Federal Emergency Management Agency) guidelines which address acceptable studies, methods and limits of work done inside the 100 year floodplain. Where construction is permitted, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation.

The existing creek, creeks, lakes, reservoirs, or drainage channel traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots. The City of Justin will not be responsible for the maintenance and operation of said drainageways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing adjacent to his property clean and free of debris, silt, and any substance which would result in unsightliness and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City of Justin shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structures within the natural drainage channels. The natural drainage channel crossing each lot is shown by the floodplain easement line as shown on the plat.

NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.

TYPICAL STREET INTERSECTION
N.T.S.

CERTIFICATE OF APPROVAL

CERTIFICATE OF SURVEYOR

VICINITY MAP
(NOT TO SCALE)

LEGEND

•	BOUNDARY CORNER AS NOTED
I.R.F.	IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET, "GOODWIN & MARSHALL"
D.R.D.E.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
P.R.D.E.C.T.	PLAT RECORDS OF DENTON COUNTY, TEXAS
DOC.	DOCUMENT
NO.	NUMBER
VOL.	VOLUME
PG.	PAGE
SQ. FT.	SQUARE FEET
AC.	ACRES
R/W	RIGHT-OF-WAY
CAB.	CABINET
SL.	SLIDE
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE

SITE DATA TABLE

GROSS ACREAGE (TO BOUNDARY LINE)	28.121 ACRES
AREA OF PUBLIC STREETS	0.362 ACRES
NET ACREAGE	27.761 ACRES
AREA OF RESIDENTIAL LOTS	20.200 ACRES
AREA OF PRIVATE OPEN SPACE LOTS	2.082 ACRES
TOTAL NUMBER OF LOTS	88
TOTAL NUMBER OF RESIDENTIAL LOTS	88
TOTAL NUMBER OF PRIVATE OPEN SPACE LOTS	1

OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
817-416-1572

DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1658

PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

FINAL PLAT
OF
TIMBERBROOK, PHASE 1B
BEING
28.121 ACRES
SITUATED IN THE
N.S. HAZELTON SURVEY, ABSTRACT No. 547
M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1477
B. YOUNG SURVEY, ABSTRACT No. 1452
CITY OF JUSTIN, DENTON COUNTY, TEXAS
88 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOT
MARCH 2017

SHEET 3 OF 3

EXHIBIT P-3 – TIMBERBROOK, PHASE 1A LOTS 31XR – 33R BLOCK 3 FINAL PLAT

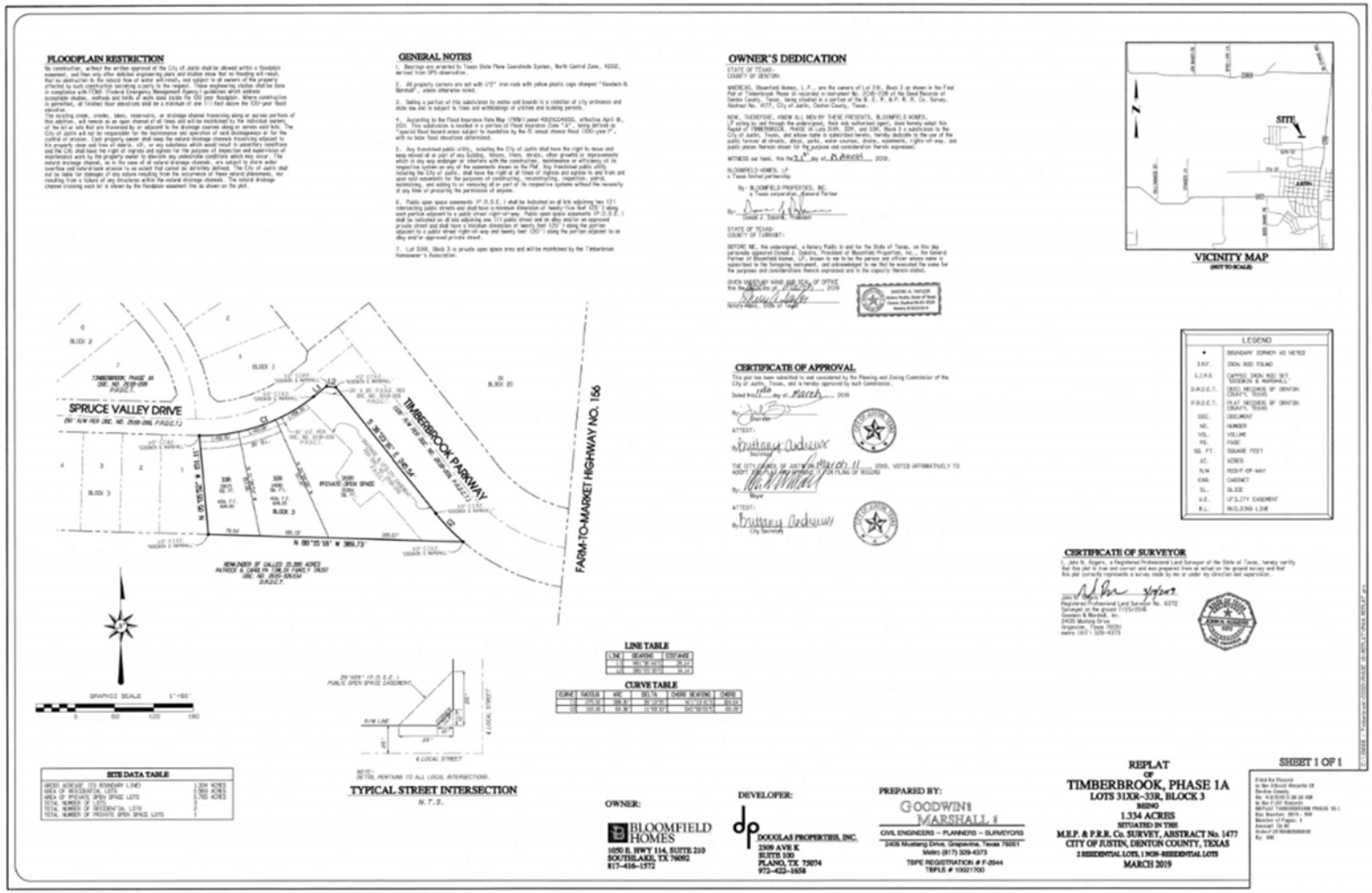


EXHIBIT P-4 – TIMBERBROOK, PHASE 1B LOTS 30R – 36R, BLOCK 6 FINAL PLAT

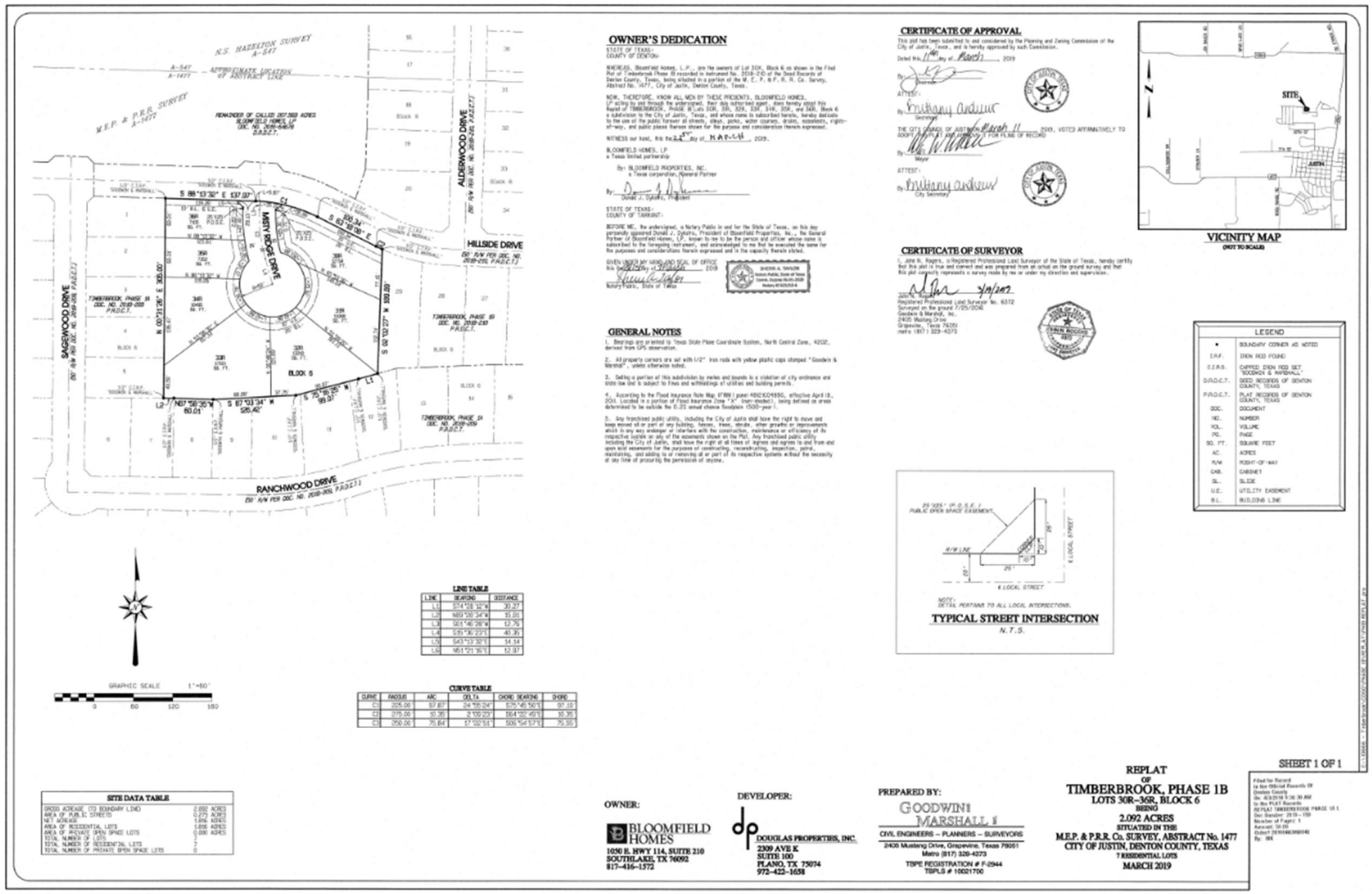
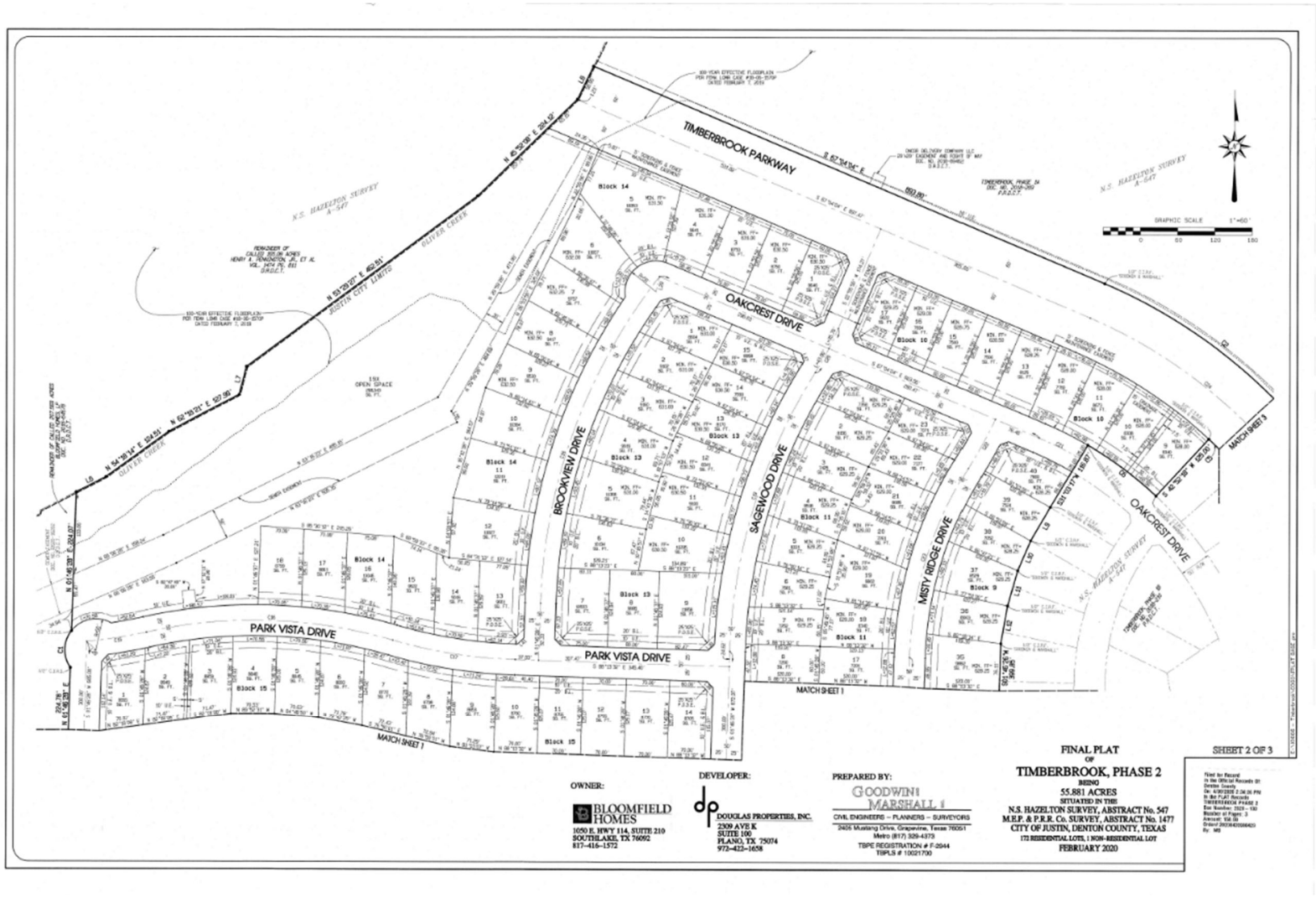


EXHIBIT P-5 – TIMBERBROOK PHASE 2 FINAL PLAT


TIMBERBROOK PARKWAY
OAKCREST DRIVE
BROOKVIEW DRIVE
SAGEWOOD DRIVE
MISTY RIDGE DRIVE
PARK VISTA DRIVE
MATCH SHEET 1
MATCH SHEET 3
OLIVER CREEK
JUSTIN CITY LIMITS
N.S. HAZELTON SURVEY A-547
GRAPHIC SCALE 1"=60'
FINAL PLAT
OF
TIMBERBROOK, PHASE 2
BEING
55.881 ACRES
SITUATED IN THE
N.S. HAZELTON SURVEY, ABSTRACT No. 547
M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1477
CITY OF JUSTIN, DENTON COUNTY, TEXAS
172 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOT
FEBRUARY 2020
SHEET 2 OF 3
OWNER:
BLOOMFIELD HOMES
1650 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
817-416-1572
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1658
PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2406 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

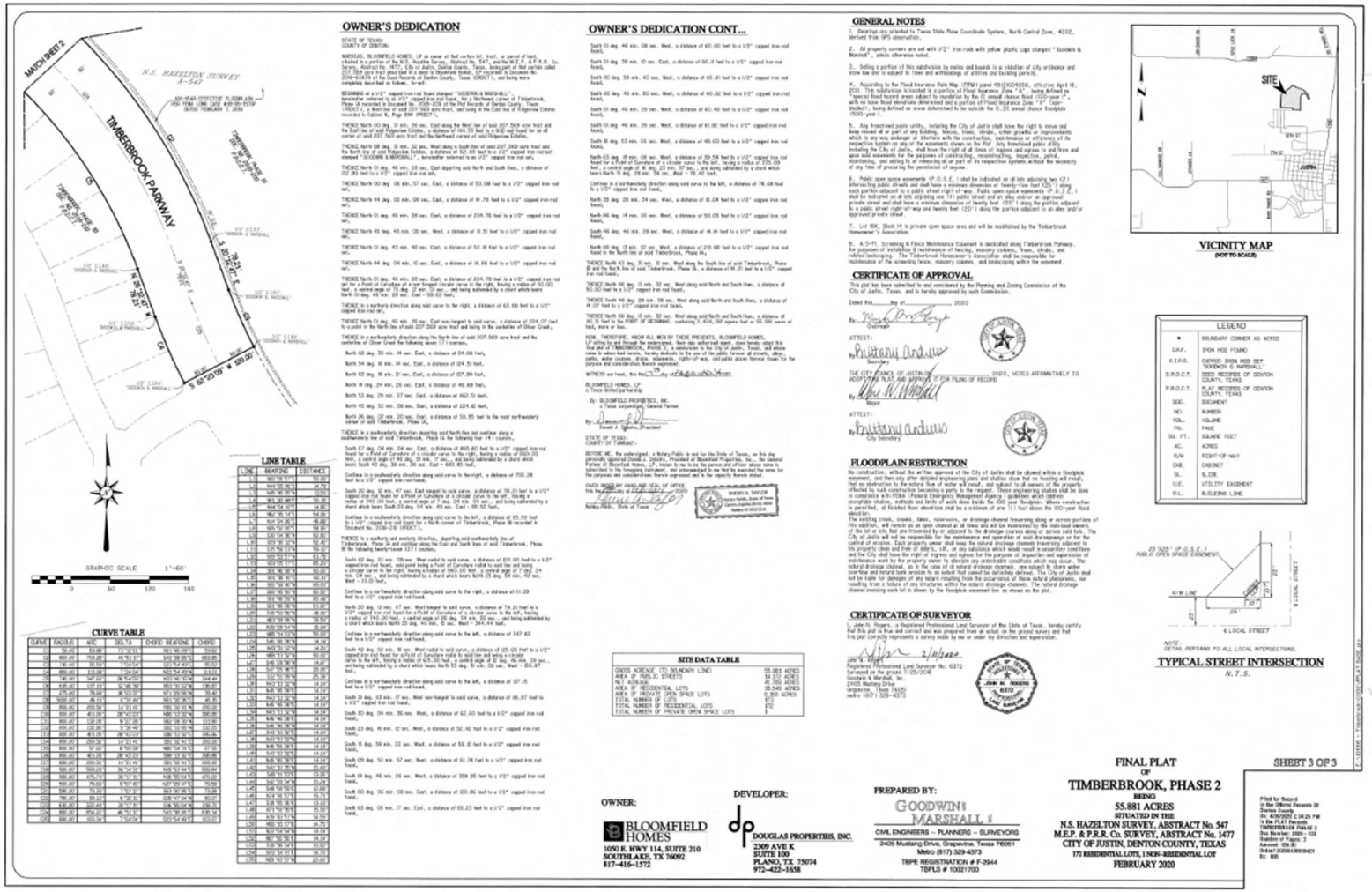
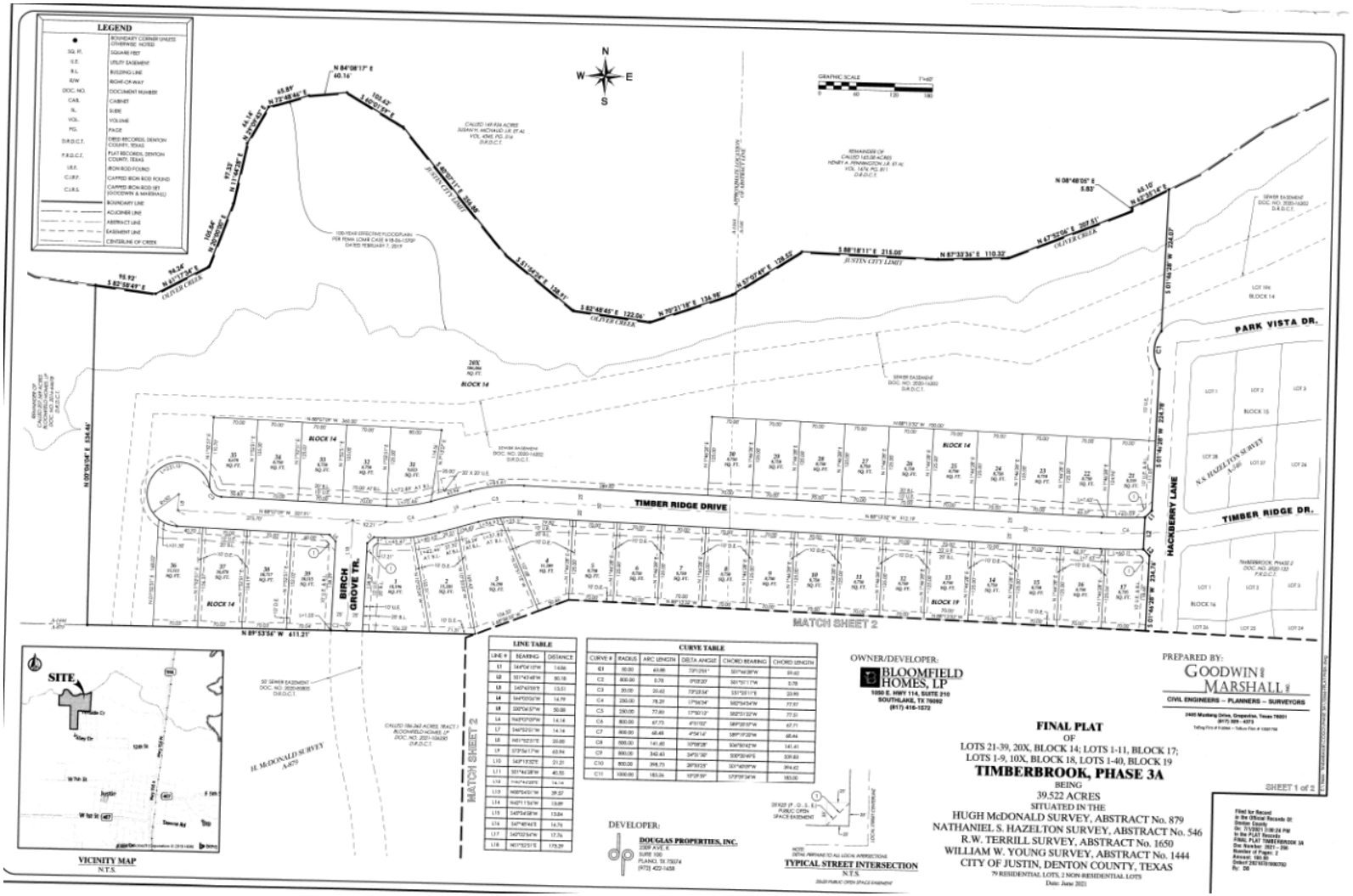

OWNER'S DEDICATION
OWNER'S DEDICATION CONT...
GENERAL NOTES
CERTIFICATE OF APPROVAL
FLOODPLAIN RESTRICTION
CERTIFICATE OF SURVEYOR
VICINITY MAP
LEGEND
TYPICAL STREET INTERSECTION
LINE TABLE
CURVE TABLE
SITE DATA TABLE
TIMBERBROOK PARKWAY
N.S. HAZELTON SURVEY A-547
OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
817-416-1572
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1658
PREPARED BY:
GOODWIN MARSHALL
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
FINAL PLAT
OF
TIMBERBROOK, PHASE 2
BEING
55.881 ACRES
SITUATED IN THE
N.S. HAZELTON SURVEY, ABSTRACT No. 547
M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 1477
CITY OF JUSTIN, DENTON COUNTY, TEXAS
173 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOT
FEBRUARY 2020
SHEET 3 OF 3

EXHIBIT P-6 – TIMBERBROOK PHASE 3A FINAL PLAT



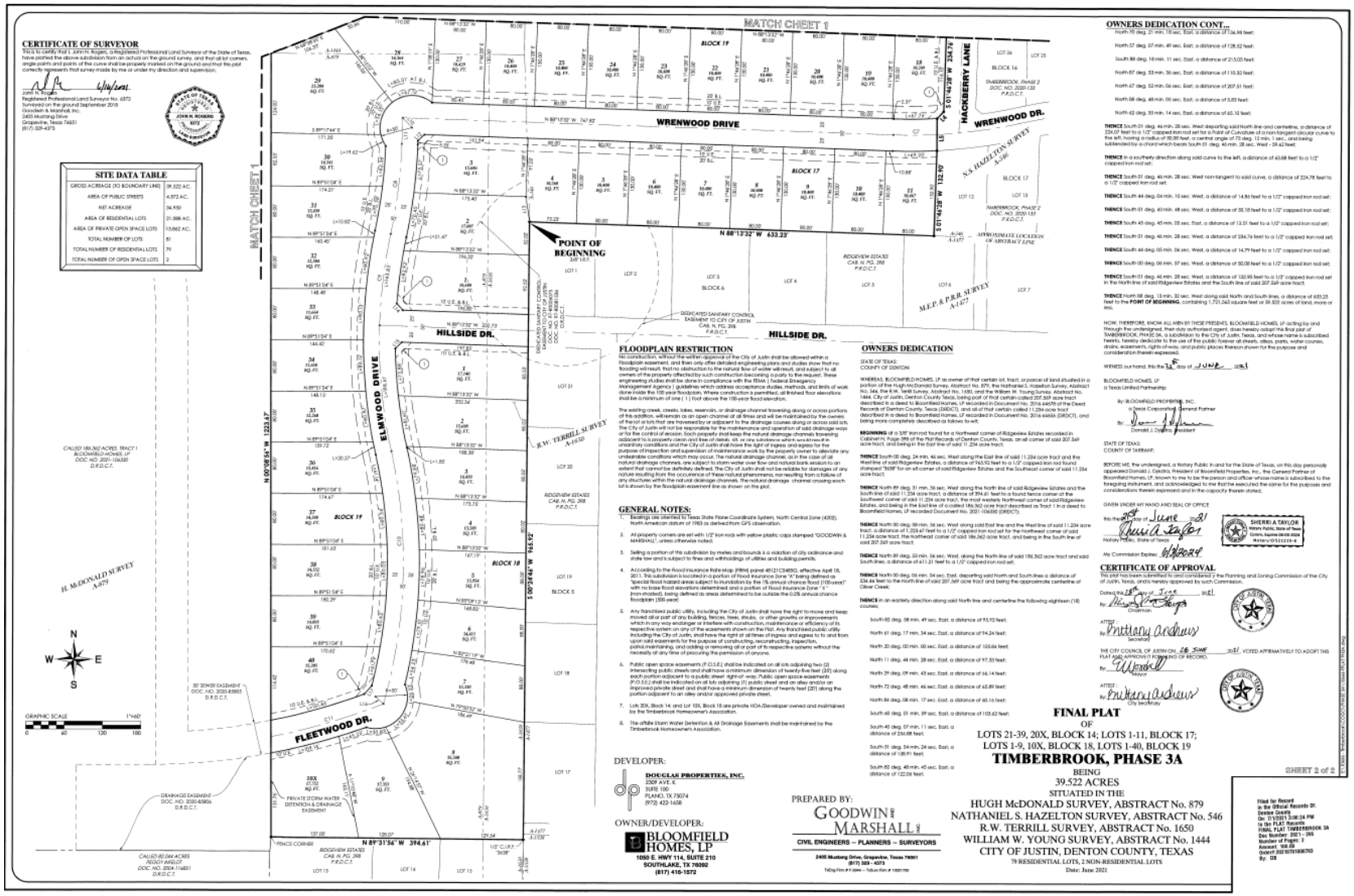
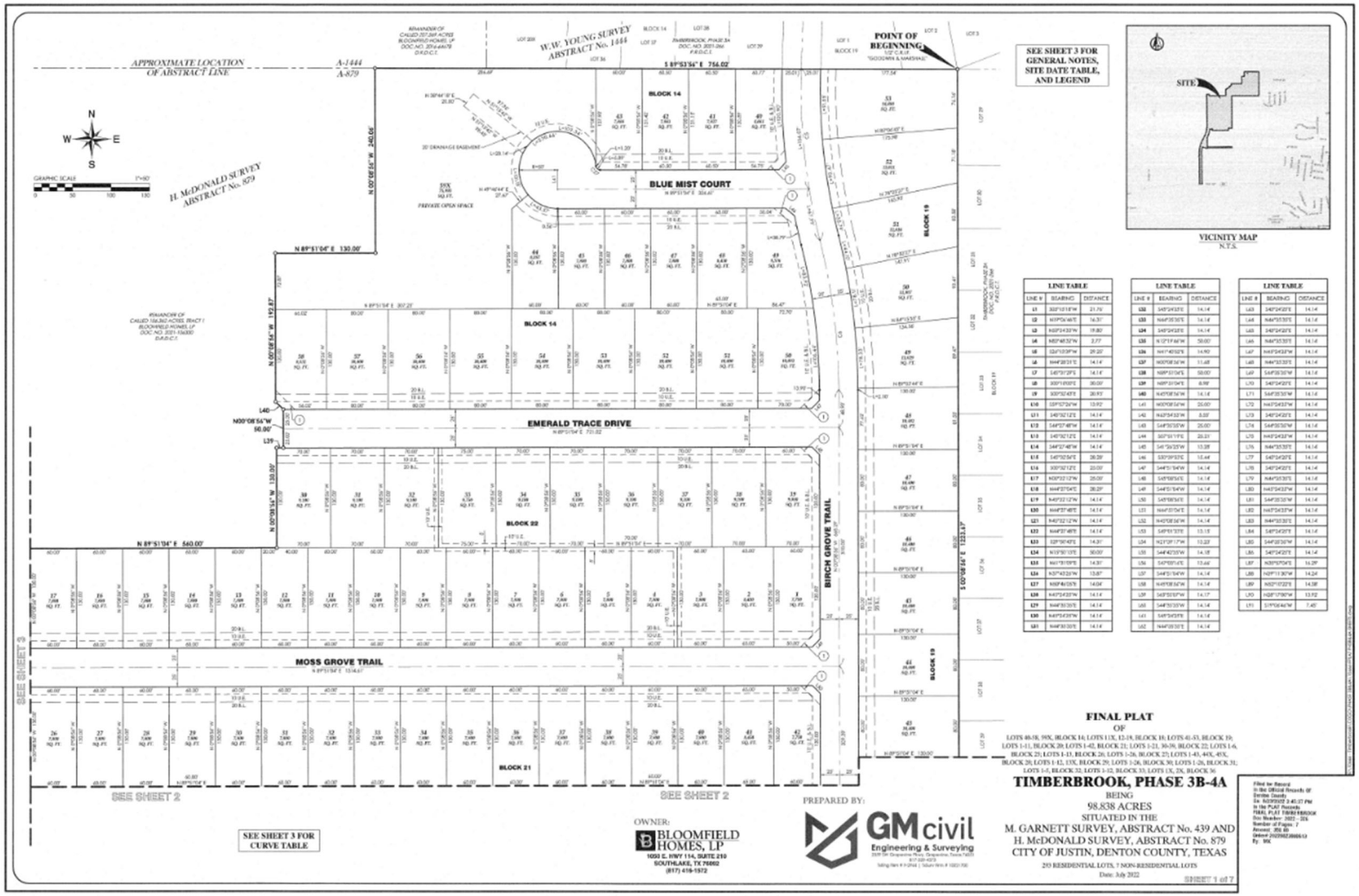
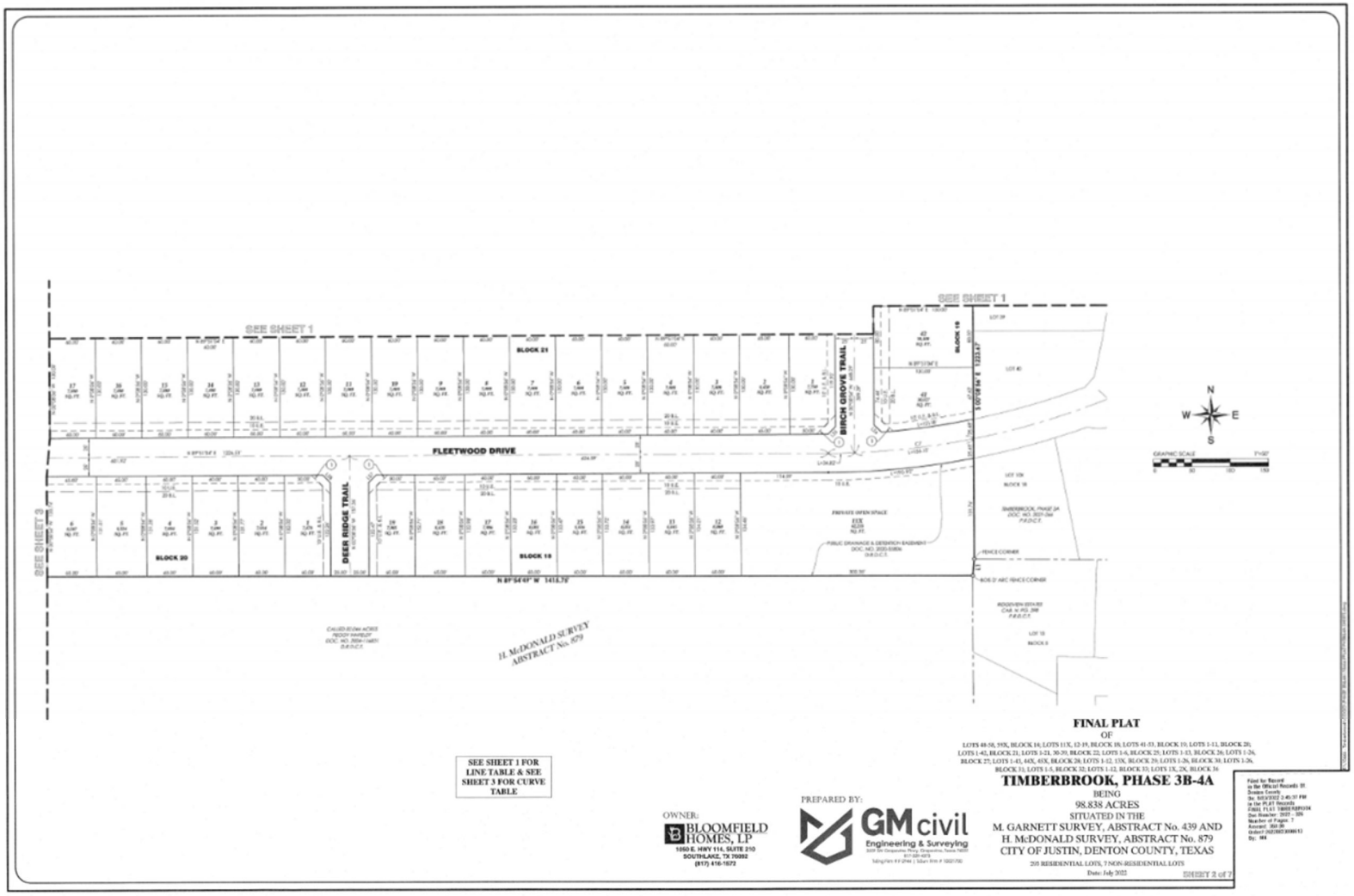
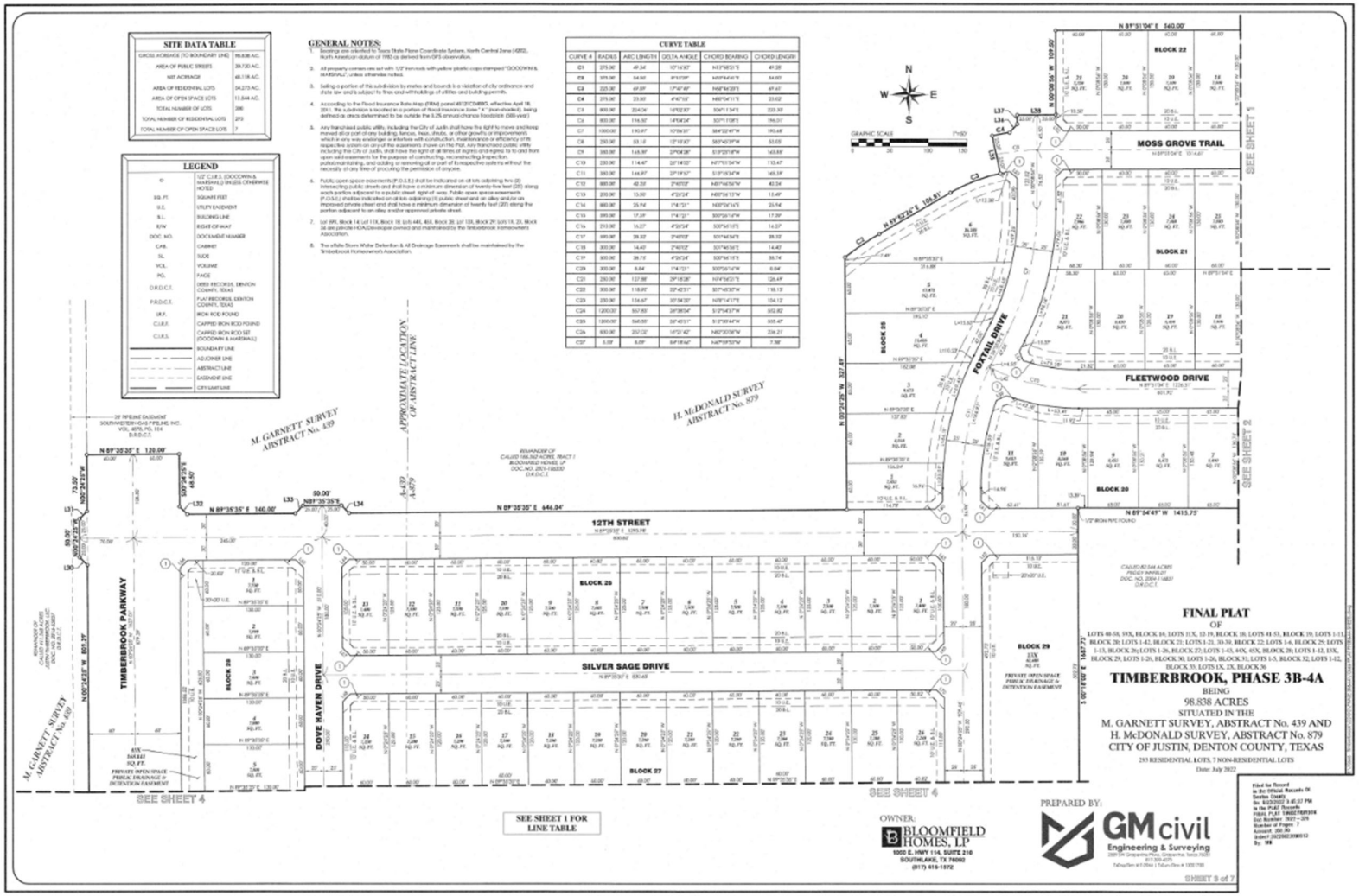
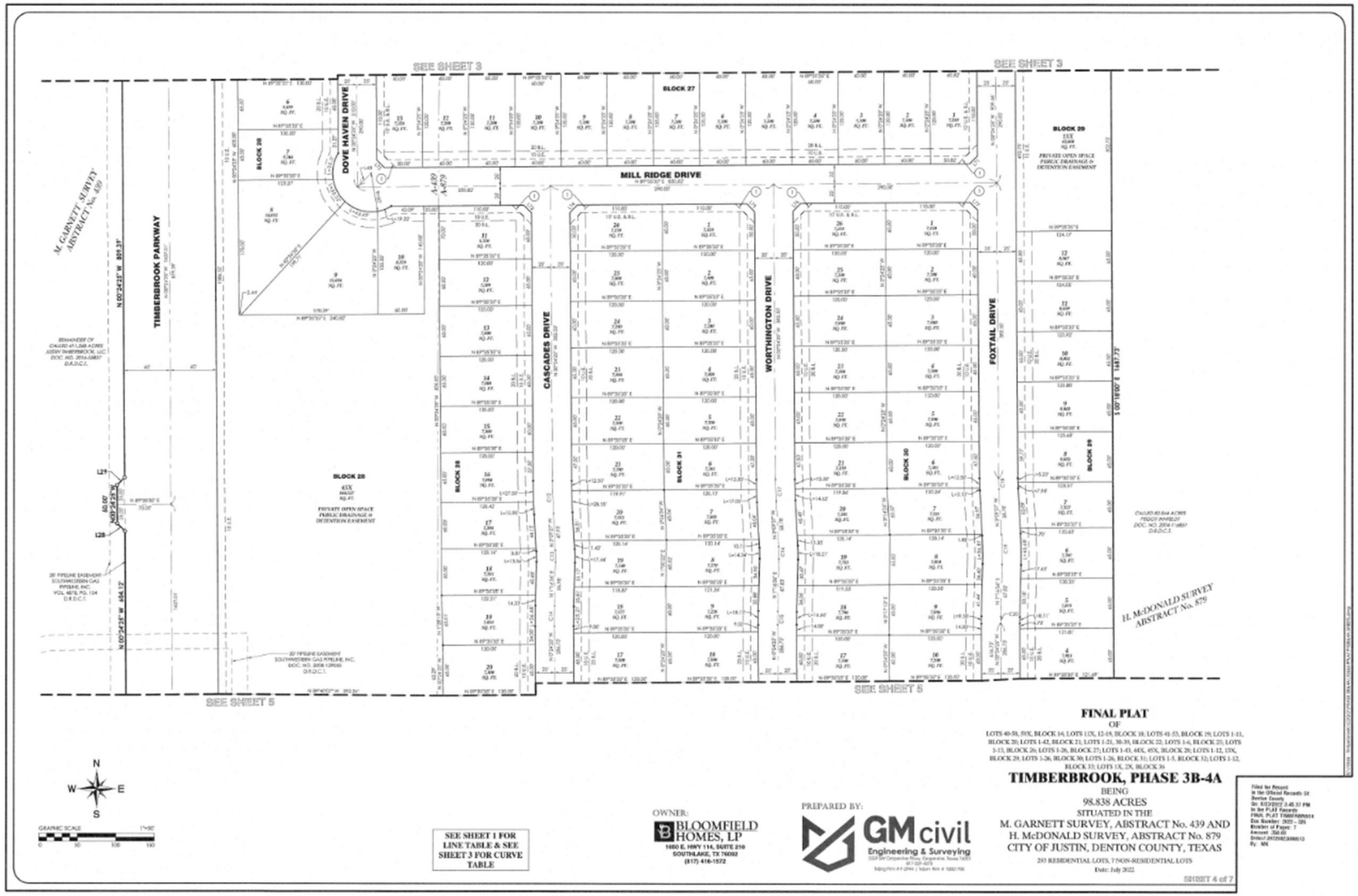

CERTIFICATE OF SURVEYOR
SITE DATA TABLE
GROSS ACREAGE (TO BOUNDARY LINE) 39.522 AC.
AREA OF PUBLIC STREETS 4.572 AC.
NET ACREAGE 34.950
AREA OF RESIDENTIAL LOTS 21.888 AC.
AREA OF PRIVATE OPEN SPACE LOTS 13.062 AC.
TOTAL NUMBER OF LOTS 81
TOTAL NUMBER OF RESIDENTIAL LOTS 79
TOTAL NUMBER OF OPEN SPACE LOTS 2
MATCH SHEET 1
MATCH SHEET 1
WRENWOOD DRIVE
HACKBERRY LANE
WRENWOOD DR.
HILLSIDE DR.
HILLSIDE DR.
ELMWOOD DRIVE
FLEETWOOD DR.
POINT OF BEGINNING
N 88°13'32" W 633.23'
N 00°06'54" W 1223.67'
S 00°24'46" W 963.52'
N 89°31'56" W 394.61'
N 01°48'28" W 234.76'
N 01°48'28" W 132.70'
BLOCK 19
BLOCK 17
BLOCK 18
BLOCK 5
BLOCK 6
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 12
LOT 13
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 25
LOT 26
BLOCK 16
TIMBERBROOK, PHASE 2 DOC. NO. 2020-133 P.R.D.C.T.
N.S. HAZELTON SURVEY A-546
R.W. TERRILL SURVEY A-1650
M.E.P. & P.R.R. SURVEY A-1477
H. McDONALD SURVEY A-879
RIDGEVIEW ESTATES CAB. N, PG. 398 P.R.D.C.T.
TIMBERBROOK, PHASE 2 DOC. NO. 2020-133 P.R.D.C.T.
APPROXIMATE LOCATION OF ABSTRACT LINE
DEDICATED SANITARY CONTROL EASEMENT TO CITY OF JUSTIN DOC. NO. FY 858615A D.R.D.C.T.
DEDICATED SANITARY CONTROL EASEMENT TO CITY OF JUSTIN CAB. N, PG. 398 P.R.D.C.T.
CALLED 186.362 ACRES, TRACT 1 BLOOMFIELD HOMES, LP DOC. NO. 2021-106388 D.R.D.C.T.
CALLED 80.044 ACRES REGENT AMOLOT DOC. NO. 2004-114651 D.R.D.C.T.
DRAINAGE EASEMENT DOC. NO. 2020-63806 D.R.D.C.T.
50' SEWER EASEMENT DOC. NO. 2020-63805 D.R.D.C.T.
PRIVATE STORM WATER DETENTION & DRAINAGE EASEMENT
FENCE CORNER
GRAPHIC SCALE 1"=60'
FLOODPLAIN RESTRICTION
GENERAL NOTES:
1. Bearings are oriented to Texas State Plane Coordinate System, North Central Zone (4202), North American datum of 1983 as derived from GPS observation.
2. All property corners are set with 1/2" iron rods with yellow plastic caps stamped "GOODWIN & MARSHALL", unless otherwise noted.
3. Selling a portion of this subdivision by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholdings of utilities and building permits.
4. According to the Flood Insurance Rate Map (FIRM) panel 48121C0485G, effective April 18, 2011, This subdivision is located in a portion of Flood Insurance Zone "A" being defined as "special flood hazard areas subject to inundation by the 1% annual chance flood (100-year)" with no base flood elevations determined and a portion of Flood Insurance Zone " X" (non-shaded), being defined as areas determined to be outside the 0.2% annual chance floodplain (500-year)
5. Any franchised public utility, including the City of Justin shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of its respective system on any of the easements shown on the Plat. Any franchised public utility including the City of Justin, shall have the right at all times of ingress and egress to to and from upon said easements for the purpose of constructing, reconstructing, inspection, patrol, maintaining, and adding or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
6. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining two (2) intersecting public streets and shall have a minimum dimension of twenty-five feet (25') along each portion adjacent to a public street right-of-way. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining (1) public street and an alley and/or an improved private street and shall have a minimum dimension of twenty feet (20') along the portion adjacent to an alley and/or approved private street.
7. Lots 20X, Block 14, and Lot 10X, Block 18 are private HOA/Developer owned and maintained by the Timberbrook Homeowner's Association.
8. The offsite Storm Water Detention & All Drainage Easements shall be maintained by the Timberbrook Homeowner's Association.
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE. K
SUITE 100
PLANO, TX 75074
(972) 422-1408
OWNER/DEVELOPER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 410-1372
PREPARED BY:
GOODWIN & MARSHALL INC.
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
OWNERS DEDICATION
STATE OF TEXAS;
COUNTY OF DENTON:
BLOOMFIELD HOMES, LP
a Texas Limited Partnership
By: BLOOMFIELD PROPERTIES, INC.
a Texas Corporation, General Partner
Donald J. Dykstra, President
STATE OF TEXAS;
COUNTY OF TARRANT:
Notary Public, State of Texas
My Commission Expires: 6/3/2024
SHERRI A TAYLOR
Notary Public, State of Texas
Comm. Expires 06/03/2024
Notary ID 132123-6
CERTIFICATE OF APPROVAL
OWNERS DEDICATION CONT...
FINAL PLAT
OF
LOTS 21-39, 20X, BLOCK 14; LOTS 1-11, BLOCK 17;
LOTS 1-9, 10X, BLOCK 18, LOTS 1-40, BLOCK 19
TIMBERBROOK, PHASE 3A
BEING
39.522 ACRES
SITUATED IN THE
HUGH McDONALD SURVEY, ABSTRACT No. 879
NATHANIEL S. HAZELTON SURVEY, ABSTRACT No. 546
R.W. TERRILL SURVEY, ABSTRACT No. 1650
WILLIAM W. YOUNG SURVEY, ABSTRACT No. 1444
CITY OF JUSTIN, DENTON COUNTY, TEXAS
79 RESIDENTIAL LOTS, 2 NON-RESIDENTIAL LOTS
Date: June 2021
SHEET 2 of 2
Filed for Record
in the Official Records Of
Denton County
On: 7/1/2021 3:08:24 PM
In the PLAT Records
FINAL PLAT TIMBERBROOK 3A
Doc Number: 2021- 095
Number of Pages: 3
Amount: 166.00
Order#:202107011806703
By: DB

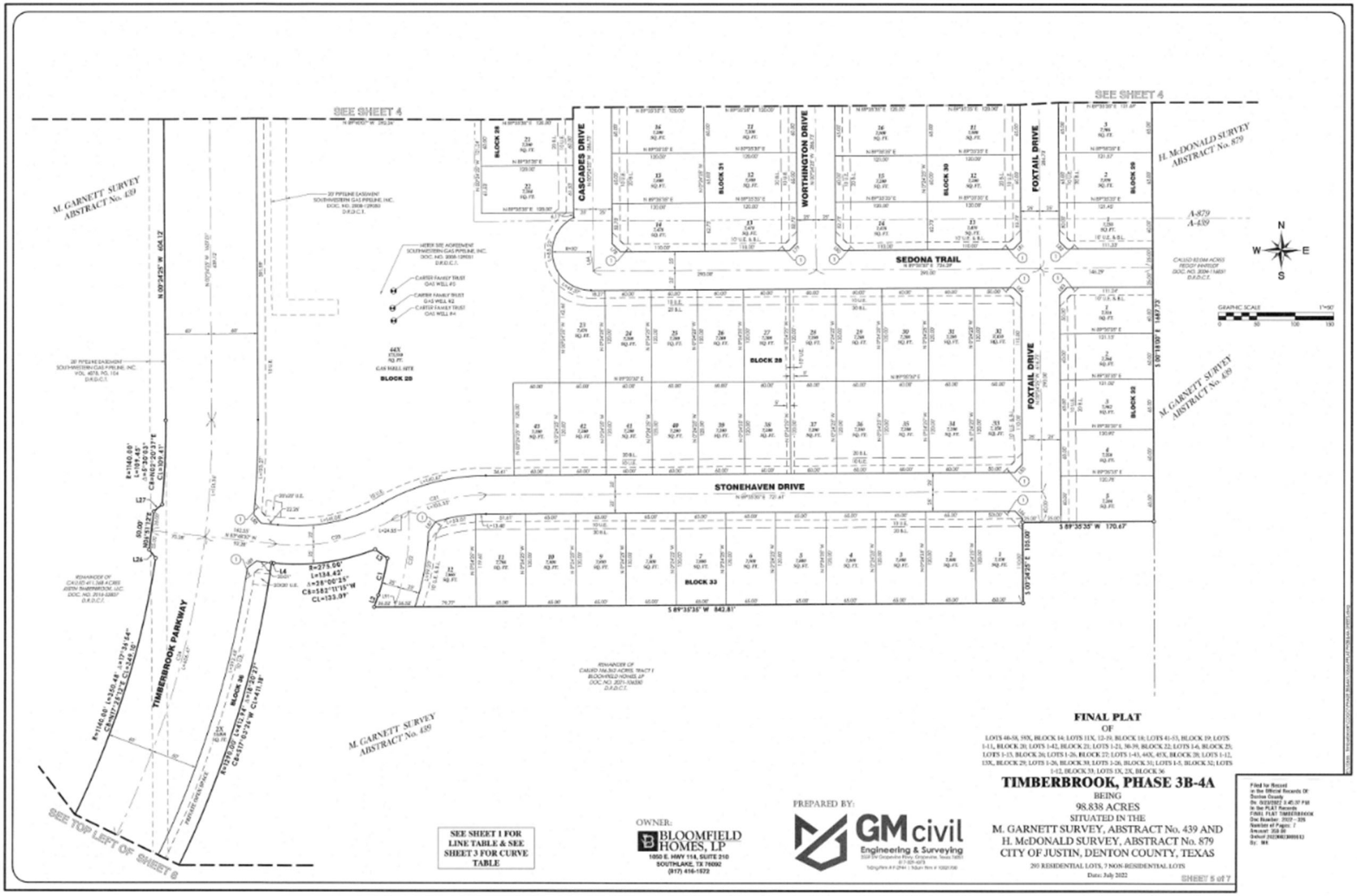
EXHIBIT P-7 – TIMBERBROOK, PHASE 3B AND PHASE 4A FINAL PLAT

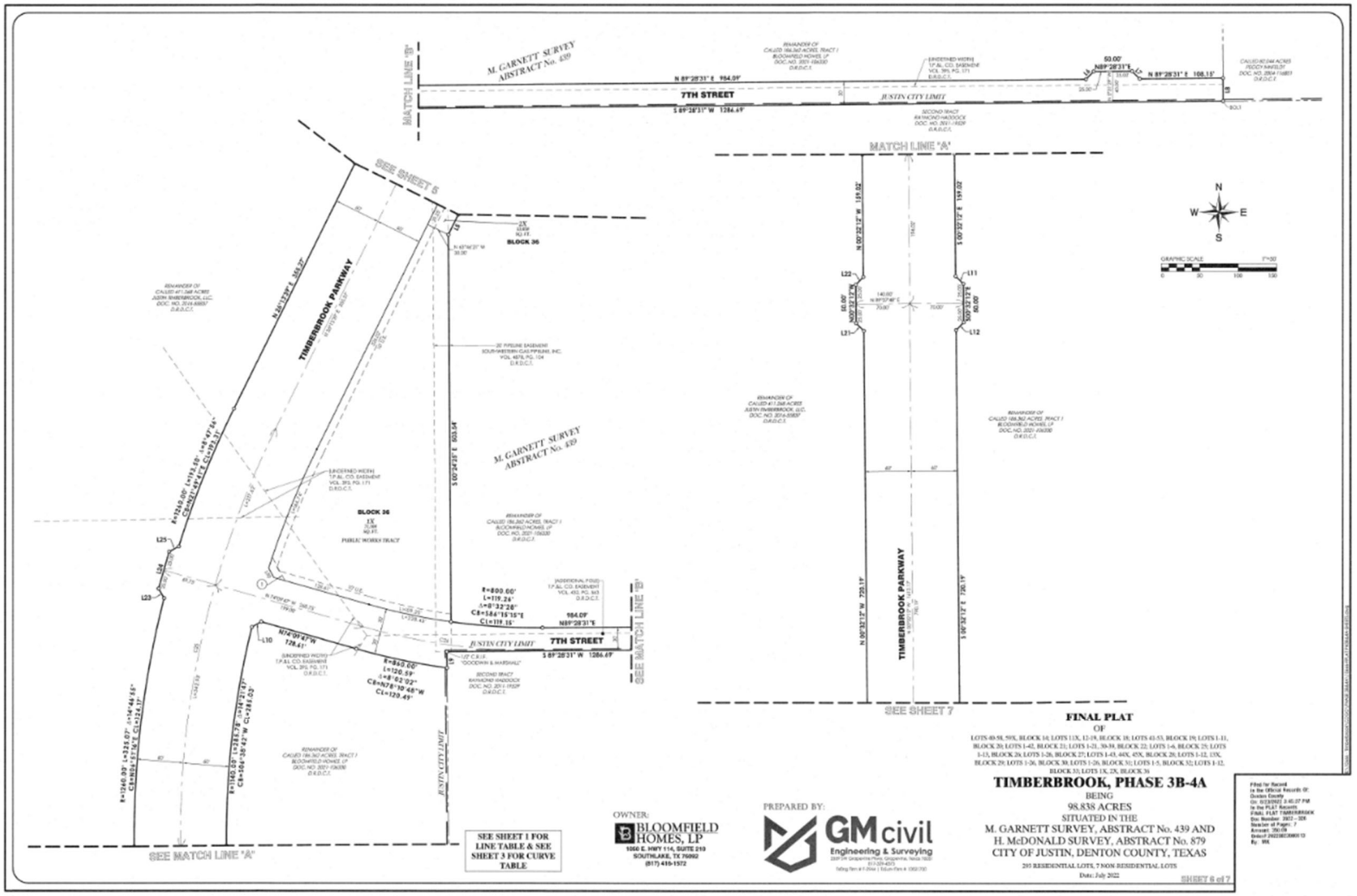



SEE SHEET 1
SEE SHEET 1
SEE SHEET 1
SEE SHEET 3
FLEETWOOD DRIVE
DEER RIDGE TRAIL
BIRCH GROVE TRAIL
BLOCK 21
BLOCK 20
BLOCK 19
BLOCK 9
PRIVATE OPEN SPACE
N 89°54'49" W 1413.70'
H. McDONALD SURVEY
ABSTRACT No. 879
SEE SHEET 1 FOR LINE TABLE & SEE SHEET 3 FOR CURVE TABLE
OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1672
PREPARED BY:
GM civil
Engineering & Surveying
FINAL PLAT
OF
TIMBERBROOK, PHASE 3B-4A
BEING
98.838 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439 AND
H. McDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
205 RESIDENTIAL LOTS, 7 NON-RESIDENTIAL LOTS
Date: July 2022
SHEET 2 of 7


SITE DATA TABLE
GENERAL NOTES:
CURVE TABLE
LEGEND
FINAL PLAT
OF
TIMBERBROOK, PHASE 3B-4A
BEING
98.838 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439 AND
H. McDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
293 RESIDENTIAL LOTS, 7 NON-RESIDENTIAL LOTS
Date: July 2022
OWNER:
BLOOMFIELD HOMES, LP
1000 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GMcivil
Engineering & Surveying
TIMBERBROOK PARKWAY
DOVE HAVEN DRIVE
12TH STREET
SILVER SAGE DRIVE
FOXTAIL DRIVE
MOSS GROVE TRAIL
FLEETWOOD DRIVE
M. GARNETT SURVEY ABSTRACT No. 439
H. McDONALD SURVEY ABSTRACT No. 879
APPROXIMATE LOCATION OF ABSTRACT LINE
SEE SHEET 1
SEE SHEET 2
SEE SHEET 4
SEE SHEET 1 FOR LINE TABLE


SEE SHEET 3
SEE SHEET 3
SEE SHEET 5
SEE SHEET 5
DOVE HAVEN DRIVE
MILL RIDGE DRIVE
CASCADES DRIVE
WORTHINGTON DRIVE
FOXTAIL DRIVE
TIMBERBROOK PARKWAY
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
M. GARNETT SURVEY, ABSTRACT No. 439
H. McDONALD SURVEY, ABSTRACT No. 879
FINAL PLAT
OF
TIMBERBROOK, PHASE 3B-4A
BEING
98.838 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439 AND
H. McDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
293 RESIDENTIAL LOTS, 7 NON-RESIDENTIAL LOTS
Date: July 2022
SHEET 4 of 7
SEE SHEET 1 FOR LINE TABLE & SEE SHEET 3 FOR CURVE TABLE
OWNER:
BLOOMFIELD HOMES, LP
1680 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
GRAPHIC SCALE
N
W
E
S


SEE SHEET 4
SEE SHEET 4
M. GARNETT SURVEY ABSTRACT No. 439
H. McDONALD SURVEY ABSTRACT No. 879
CASCADES DRIVE
WORTHINGTON DRIVE
FOXTAIL DRIVE
SEDONA TRAIL
STONEHAVEN DRIVE
TIMBERBROOK PARKWAY
BLOCK 29
BLOCK 31
BLOCK 33
BLOCK 35
BLOCK 37
BLOCK 39
BLOCK 28
BLOCK 30
BLOCK 32
BLOCK 34
BLOCK 36
A-879
A-439
N
W
E
S
GRAPHIC SCALE
S 89°35'35" W 842.81'
S 89°35'35" W 170.47'
S 00°18'00" E 1447.73'
S 00°24'25" E 155.00'
SEE TOP LEFT OF SHEET 6
SEE SHEET 1 FOR LINE TABLE & SEE SHEET 3 FOR CURVE TABLE
OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
FINAL PLAT
OF
TIMBERBROOK, PHASE 3B-4A
BEING
98.838 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439 AND
H. McDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
260 RESIDENTIAL LOTS, 7 NON-RESIDENTIAL LOTS
Date: July 2022
SHEET 5 of 7


MATCH LINE "B"
M. GARNETT SURVEY ABSTRACT No. 439
7TH STREET
JUSTIN CITY LIMIT
MATCH LINE "A"
SEE SHEET 5
TIMBERBROOK PARKWAY
BLOCK 36
SEE MATCH LINE "B"
SEE MATCH LINE "A"
SEE SHEET 7
N
W
E
S
FINAL PLAT
OF
TIMBERBROOK, PHASE 3B-4A
BEING
98.838 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439 AND
H. McDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
293 RESIDENTIAL LOTS, 7 NON RESIDENTIAL LOTS
Date: July 2022
SHEET 6 of 7
SEE SHEET 1 FOR LINE TABLE & SEE SHEET 3 FOR CURVE TABLE
OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying

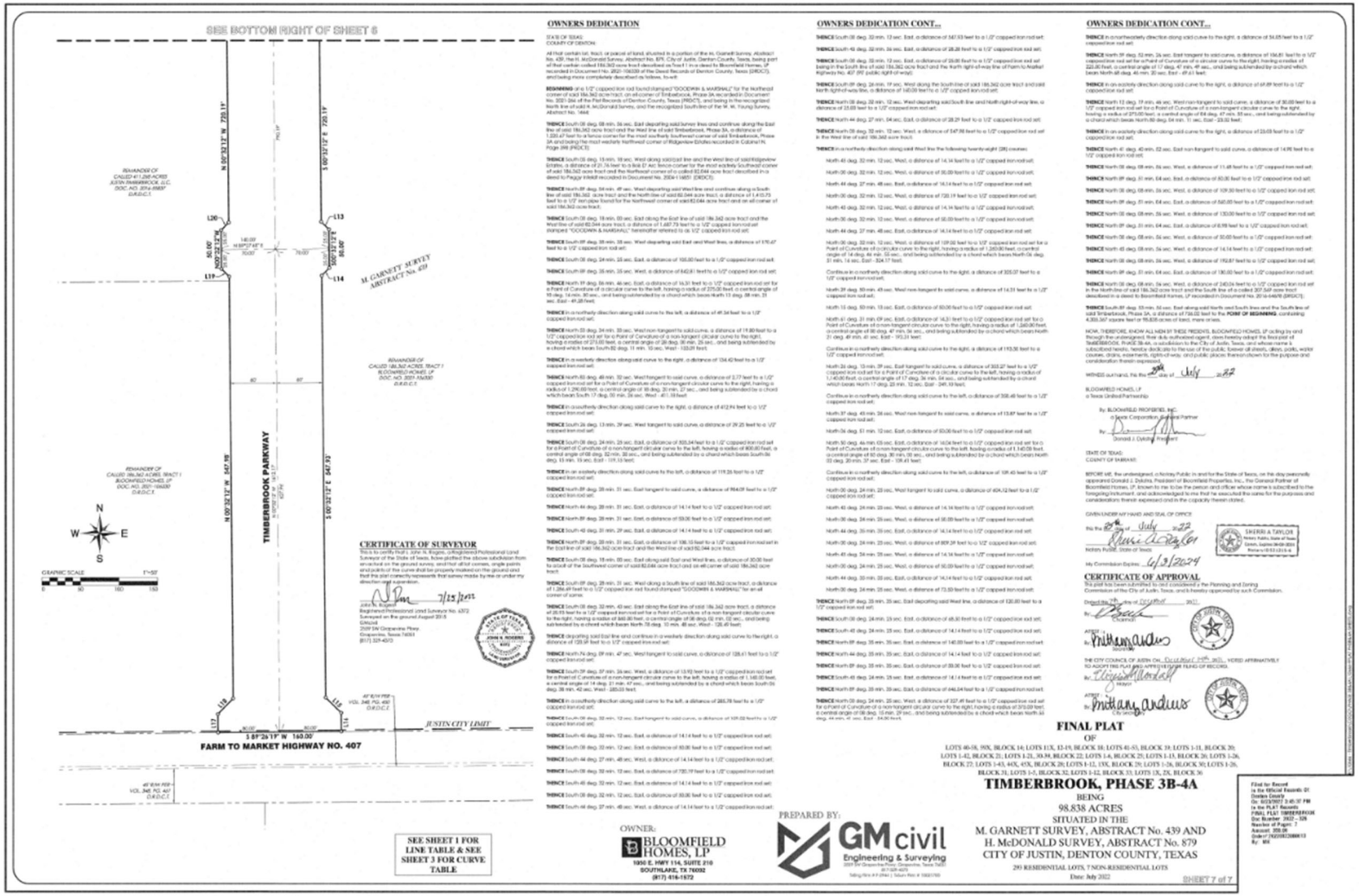
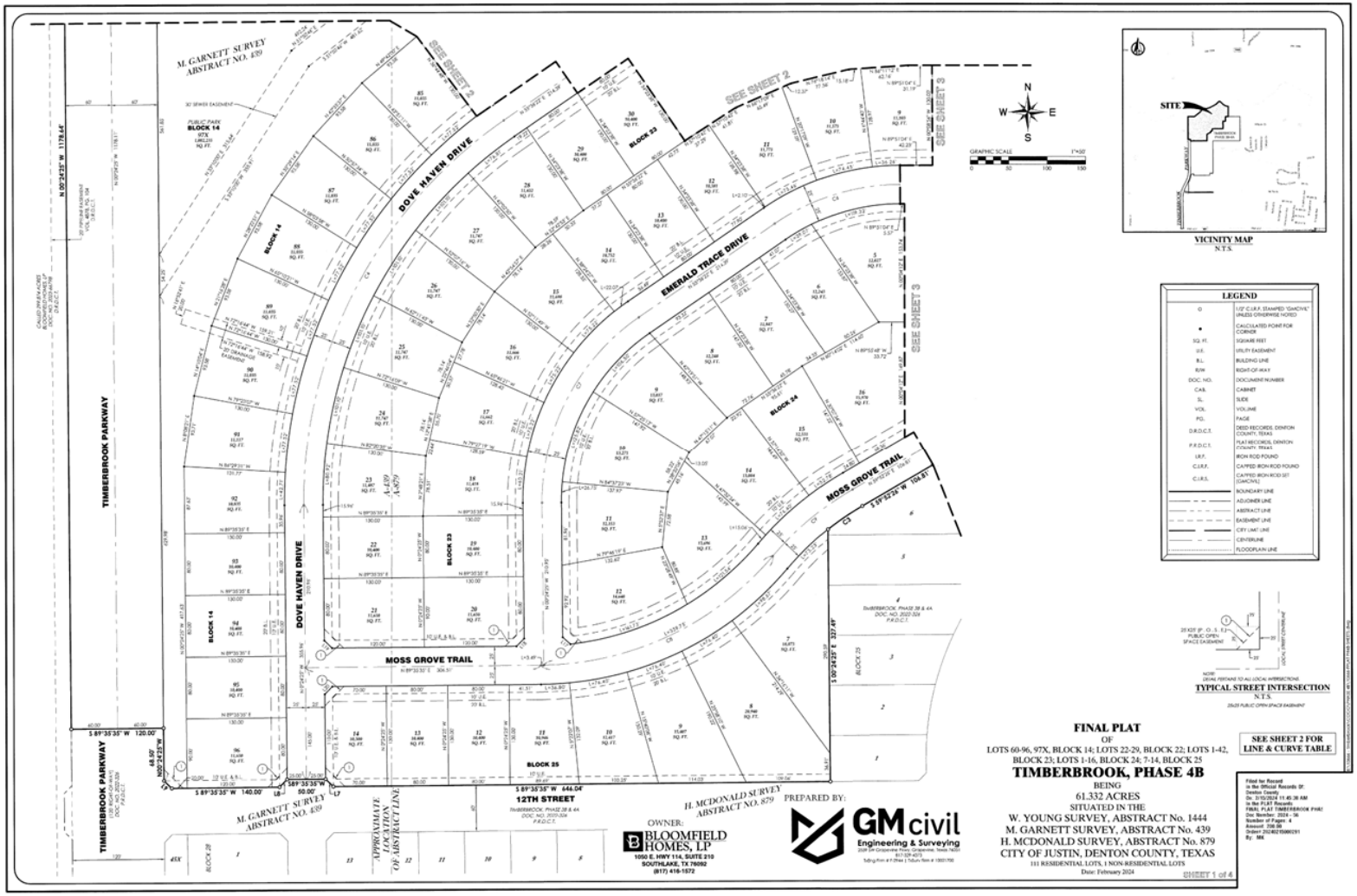
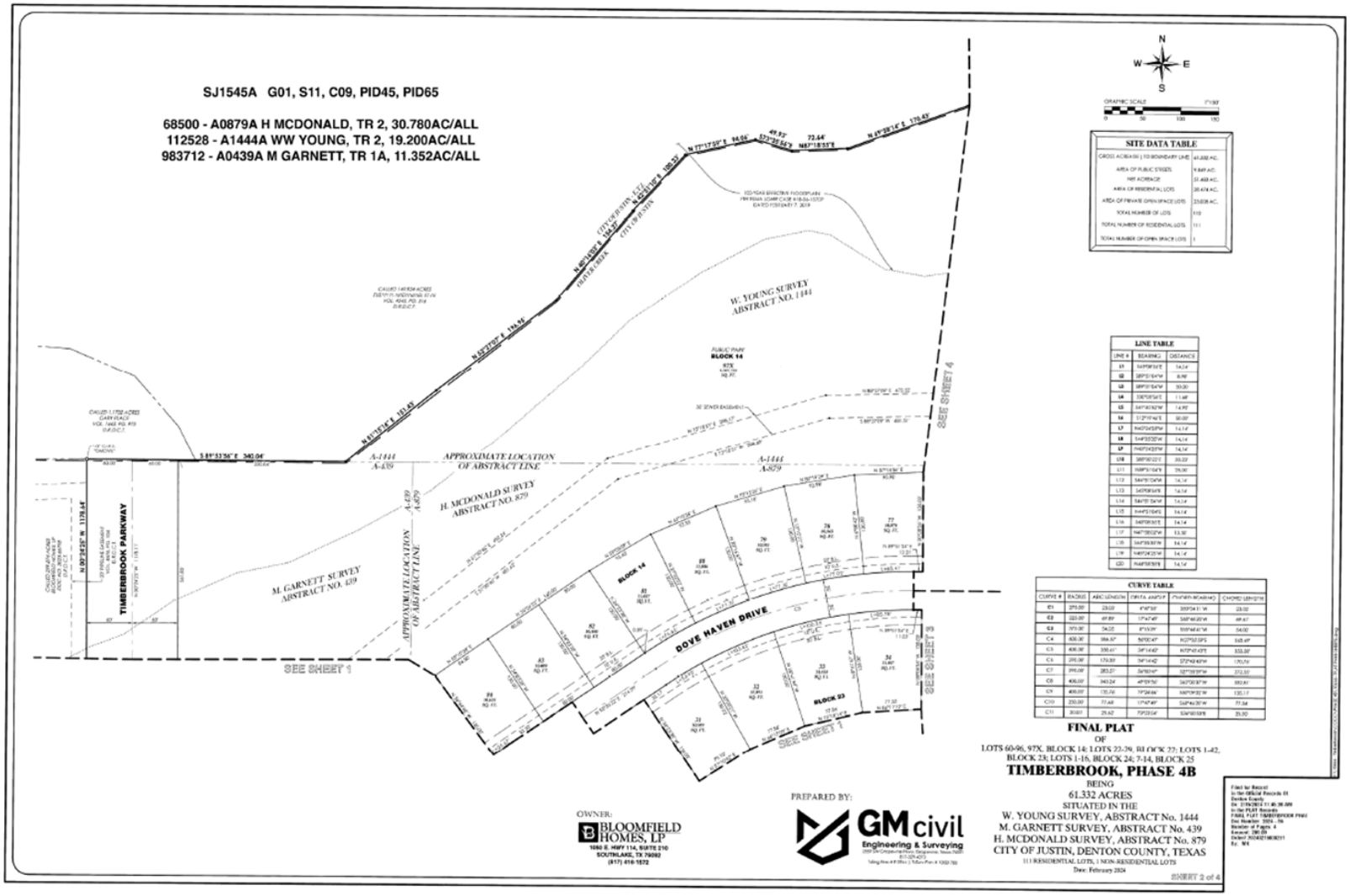
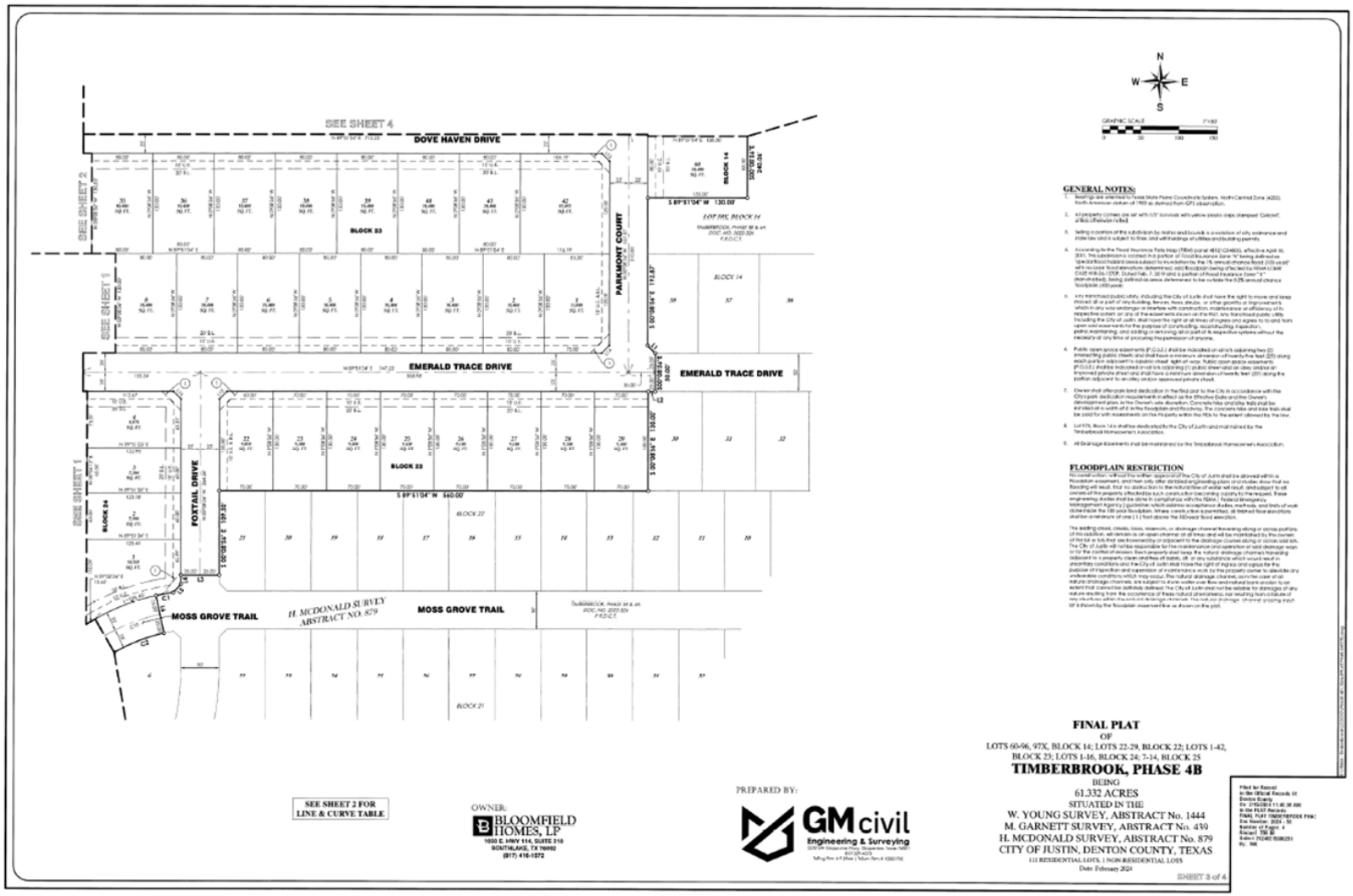

SEE BOTTOM RIGHT OF SHEET 6
TIMBERBROOK PARKWAY
FARM TO MARKET HIGHWAY NO. 407
JUSTIN CITY LIMIT
M. GARNETT SURVEY ABSTRACT No. 439
REMAINDER OF CALLED 411.296 ACRES JUSTIN TIMBERBOOK, LLC DOC. NO. 2014-49697 O.R.D.C.T.
REMAINDER OF CALLED 186.362 ACRES, TRACT 1 BLOOMFIELD HOMES, LP DOC. NO. 2021-134330 O.R.D.C.T.
REMAINDER OF CALLED 186.362 ACRES, TRACT 1 BLOOMFIELD HOMES, LP DOC. NO. 2021-134330 O.R.D.C.T.
GRAPHIC SCALE 1"=50'
CERTIFICATE OF SURVEYOR
SEE SHEET 1 FOR LINE TABLE & SEE SHEET 3 FOR CURVE TABLE
OWNERS DEDICATION
OWNERS DEDICATION CONT...
OWNERS DEDICATION CONT...
FINAL PLAT
OF
TIMBERBROOK, PHASE 3B-4A
BEING
98.838 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439 AND
H. McDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
293 RESIDENTIAL LOTS, 7 NON-RESIDENTIAL LOTS
Date: July 2022
SHEET 7 of 7
OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
CERTIFICATE OF APPROVAL

EXHIBIT P-8 – TIMBERBROOK, PHASE 4B FINAL PLAT




SJ1545A G01, S11, C09, PID45, PID65
68500 - A0879A H MCDONALD, TR 2, 30.780AC/ALL
112528 - A1444A WW YOUNG, TR 2, 19.200AC/ALL
983712 - A0439A M GARNETT, TR 1A, 11.352AC/ALL
SITE DATA TABLE
LINE TABLE
CURVE TABLE
W. YOUNG SURVEY ABSTRACT NO. 1444
H. MCDONALD SURVEY ABSTRACT NO. 879
M. GARNETT SURVEY ABSTRACT NO. 439
APPROXIMATE LOCATION OF ABSTRACT LINE
TIMBERBROOK PARKWAY
DOVE HAVEN DRIVE
BLOCK 14
BLOCK 23
SEE SHEET 1
SEE SHEET 3
SEE SHEET 4
OWNER:
BLOOMFIELD HOMES, LP
1090 S. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
FINAL PLAT
OF
LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25
TIMBERBROOK, PHASE 4B
BEING
61.332 ACRES
SITUATED IN THE
W. YOUNG SURVEY, ABSTRACT No. 1444
M. GARNETT SURVEY, ABSTRACT No. 439
H. MCDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
111 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: February 2024
SHEET 2 of 4


SEE SHEET 4
DOVE HAVEN DRIVE
SEE SHEET 2
SEE SHEET 1
BLOCK 33
BLOCK 14
PARKMONT COURT
EMERALD TRACE DRIVE
EMERALD TRACE DRIVE
BLOCK 23
BLOCK 24
FOXTAIL DRIVE
BLOCK 22
MOSS GROVE TRAIL
H. MCDONALD SURVEY
ABSTRACT NO. 879
MOSS GROVE TRAIL
BLOCK 21
N
W
E
S
GRAPHIC SCALE
GENERAL NOTES:
FLOODPLAIN RESTRICTION
FINAL PLAT
OF
LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42,
BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25
TIMBERBROOK, PHASE 4B
BEING
61.332 ACRES
SITUATED IN THE
W. YOUNG SURVEY, ABSTRACT No. 1444
M. GARNETT SURVEY, ABSTRACT No. 430
H. MCDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
111 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: February 2024
SHEET 3 of 4
SEE SHEET 2 FOR
LINE & CURVE TABLE
OWNER:
BLOOMFIELD
HOMES, LP
1650 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying

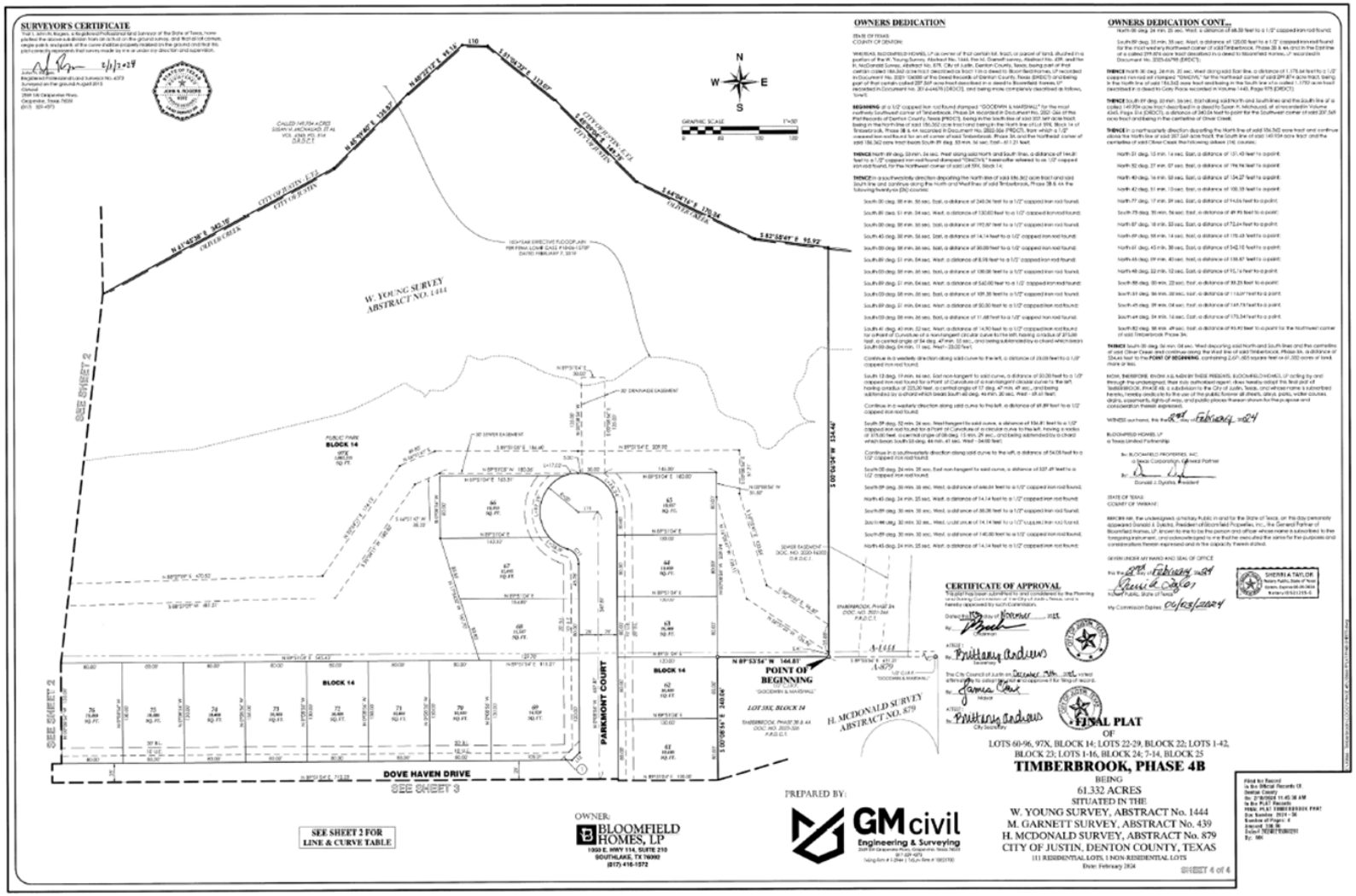
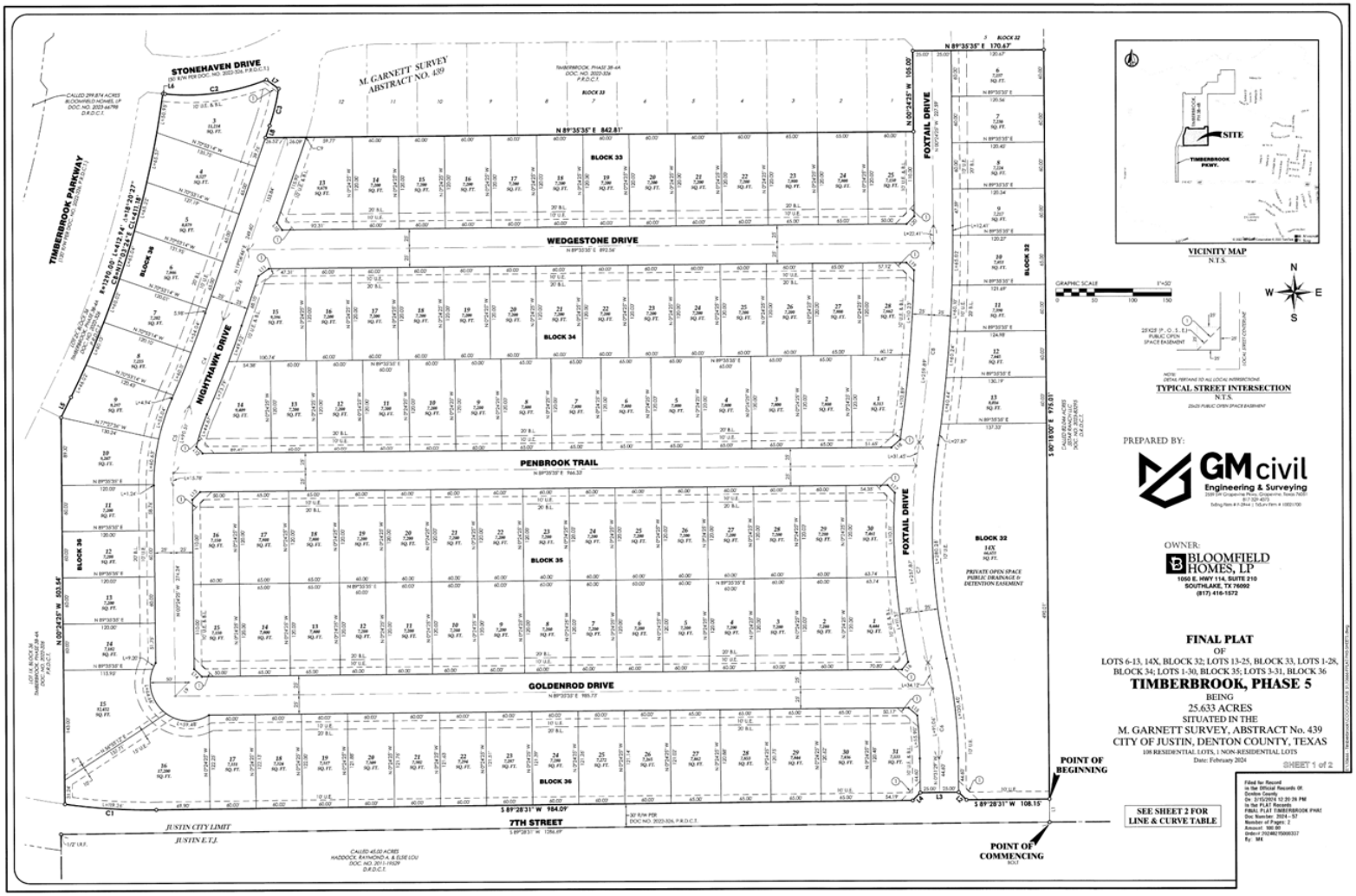
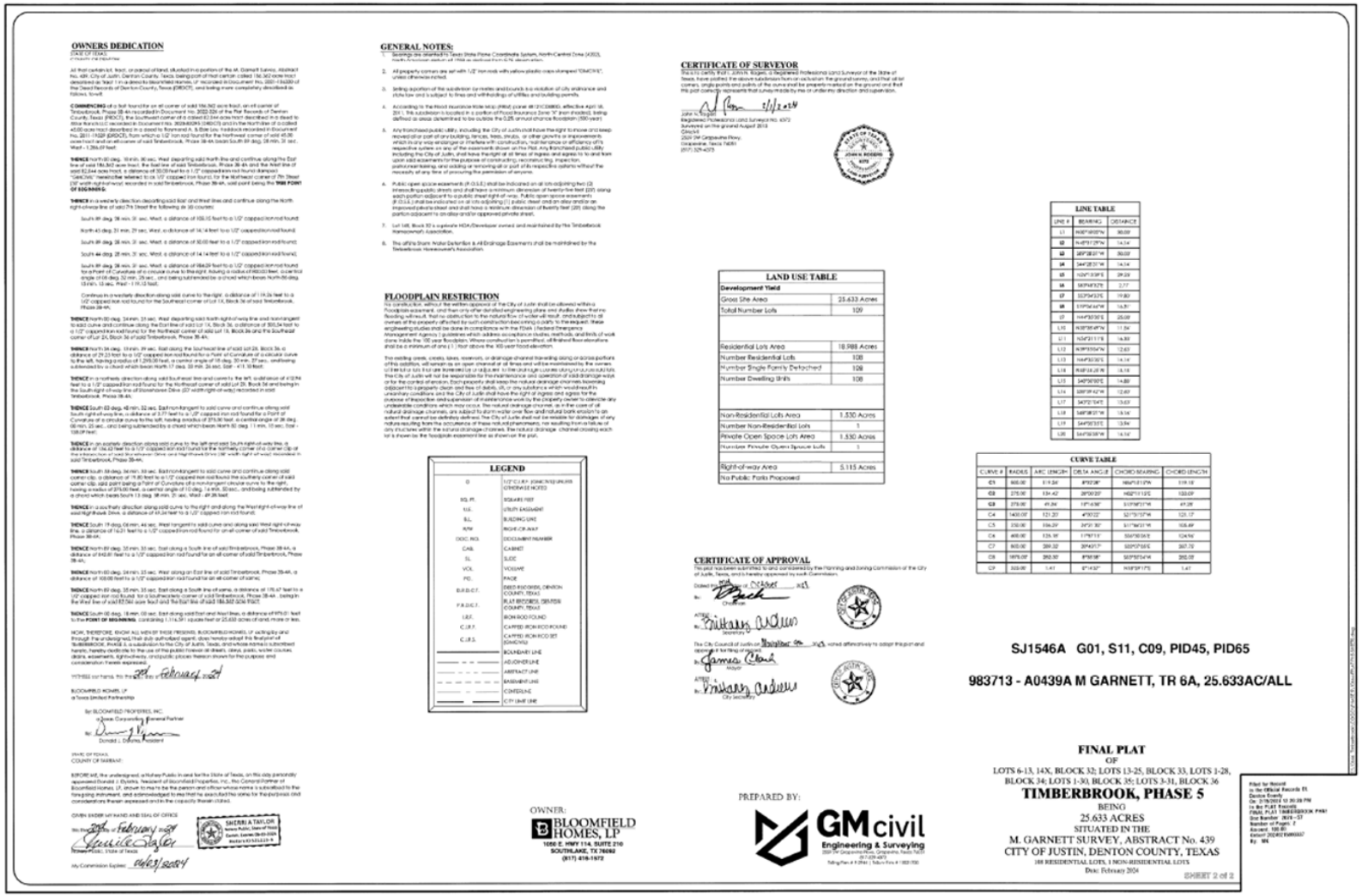

SURVEYOR'S CERTIFICATE
OWNERS DEDICATION
OWNERS DEDICATION CONT...
CERTIFICATE OF APPROVAL
FINAL PLAT
OF
LOTS 60-96, 97X, BLOCK 14; LOTS 22-29, BLOCK 22; LOTS 1-42, BLOCK 23; LOTS 1-16, BLOCK 24; 7-14, BLOCK 25
TIMBERBROOK, PHASE 4B
BEING
61.332 ACRES
SITUATED IN THE
W. YOUNG SURVEY, ABSTRACT No. 1444
M. GARNETT SURVEY, ABSTRACT No. 439
H. MCDONALD SURVEY, ABSTRACT No. 879
CITY OF JUSTIN, DENTON COUNTY, TEXAS
111 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: February 2024
SHEET 4 of 4
W. YOUNG SURVEY ABSTRACT NO. 1444
H. MCDONALD SURVEY ABSTRACT NO. 879
BLOCK 14
PARKMONT COURT
DOVE HAVEN DRIVE
POINT OF BEGINNING
SEE SHEET 2
SEE SHEET 3
SEE SHEET 2 FOR LINE & CURVE TABLE
OWNER:
BLOOMFIELD HOMES, LP
1000 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GMcivil
Engineering & Surveying

EXHIBIT P-9 – TIMBERBROOK, PHASE 5 FINAL PLAT





OWNERS DEDICATION

GENERAL NOTES:

FLOODPLAIN RESTRICTION

CERTIFICATE OF SURVEYOR

CERTIFICATE OF APPROVAL

LAND USE TABLE

Development Yield	
Gross Site Area	25.633 Acres
Total Number Lots	109
Residential Lots Area	18.988 Acres
Number Residential Lots	108
Number Single Family Detached	108
Number Dwelling Units	108
Non-Residential Lots Area	1.530 Acres
Number Non-Residential Lots	1
Private Open Space Lots Area	1.530 Acres
Number Private Open Space Lots	1
Right-of-way Area	5.115 Acres
No Public Parks Proposed	

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°49'05"W	30.00'
L2	N49°51'29"W	14.14'
L3	S89°28'31"W	30.00'
L4	S44°28'31"W	14.14'
L5	N00°31'29"E	29.23'
L6	S89°49'32"E	2.77'
L7	S03°04'33"E	19.80'
L8	S19°56'44"W	16.81'
L9	N44°30'55"E	25.00'
L10	N28°38'49"W	11.24'
L11	N58°31'11"E	14.30'
L12	N39°55'04"W	12.63'
L13	N44°30'55"E	14.14'
L14	S89°19'42"W	14.16'
L15	S44°30'55"E	14.89'
L16	S89°19'42"W	12.60'
L17	S47°21'04"E	13.63'
L18	S48°38'31"W	14.16'
L19	S44°30'55"E	13.94'
L20	S41°56'08"W	14.16'

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	800.00'	119.04'	8°31'38"	N86°15'31"W	119.15'
C2	275.00'	134.42'	28°00'23"	N82°11'15"E	133.09'
C3	275.00'	41.24'	8°35'37"	S73°50'17"W	41.20'
C4	1400.00'	121.21'	4°57'22"	S27°57'37"W	121.17'
C5	250.00'	106.29'	24°21'30"	S17°56'31"W	105.49'
C6	400.00'	126.18'	17°57'13"	S50°59'06"E	124.96'
C7	800.00'	289.32'	20°43'17"	S55°07'56"E	287.72'
C8	1975.00'	282.00'	8°10'38"	S50°59'04"W	282.00'
C9	325.00'	1.41'	0°14'52"	N58°59'17"E	1.41'

LEGEND

0	1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
R/W	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
CAB.	CABINET
SL.	SLIDE
VOL.	VOLUME
PG.	PAGE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (UNLESS)
	BOUNDARY LINE
	ADJOINER LINE
	ABSTRACT LINE
	EASEMENT LINE
	CENTERLINE
	CITY LIMIT LINE

SJ1546A G01, S11, C09, PID45, PID65

983713 - A0439A M GARNETT, TR 6A, 25.633AC/ALL

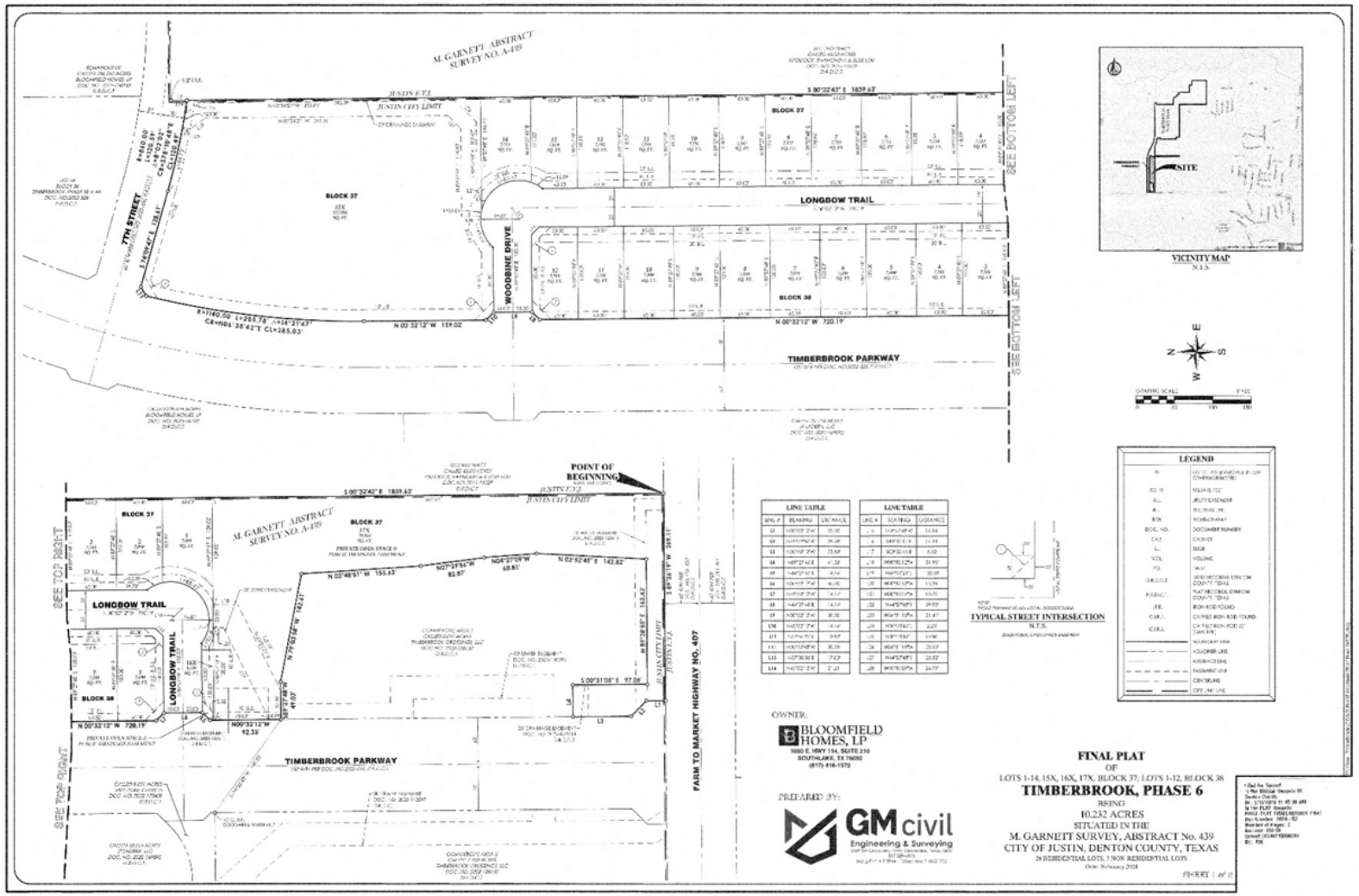
FINAL PLAT
OF
LOTS 6-13, 14X, BLOCK 32; LOTS 13-25, BLOCK 33, LOTS 1-28, BLOCK 34; LOTS 1-30, BLOCK 35; LOTS 3-31, BLOCK 36
TIMBERBROOK, PHASE 5
BEING
25.633 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439
CITY OF JUSTIN, DENTON COUNTY, TEXAS
108 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: February 2024

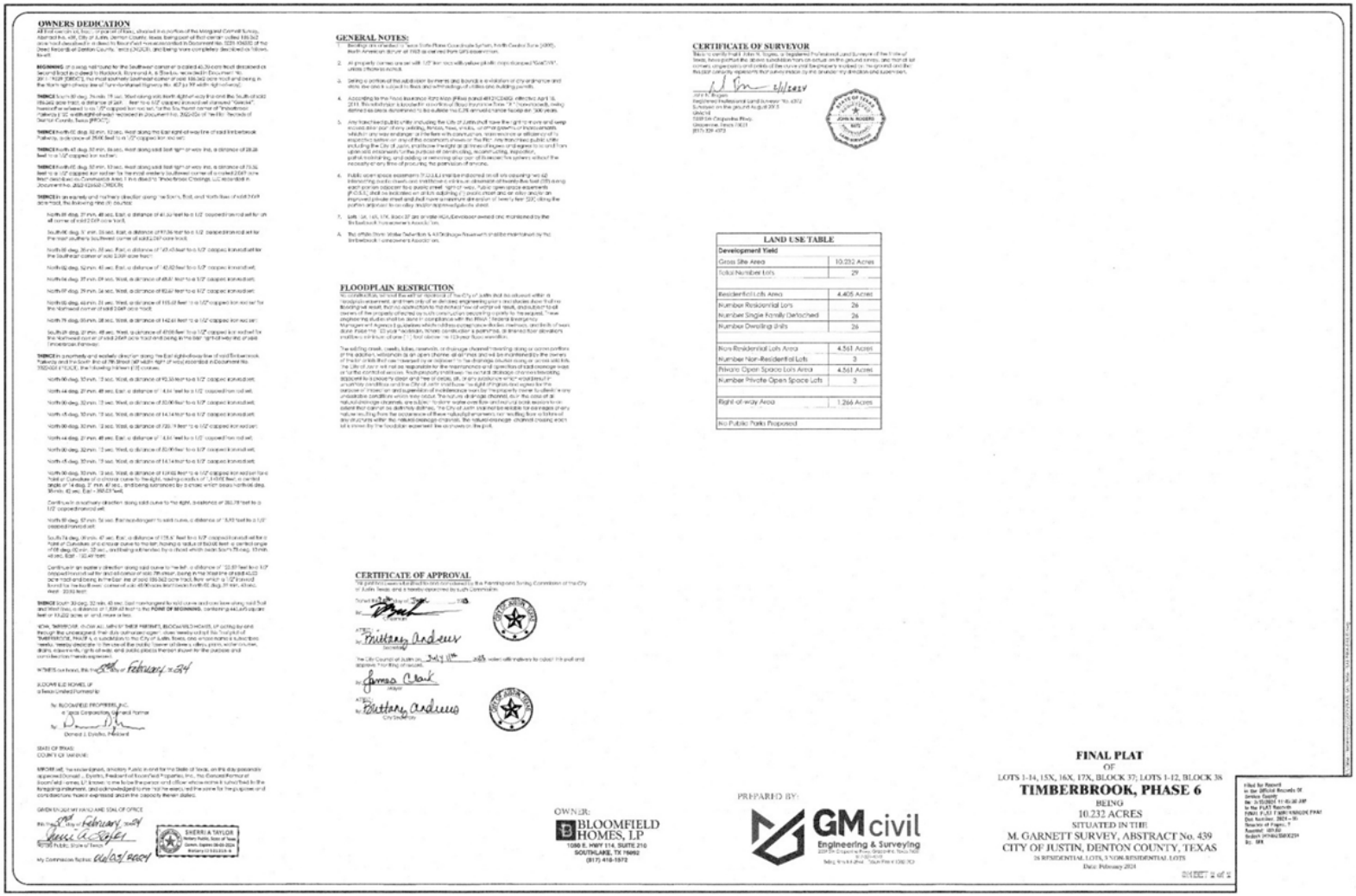
SHEET 2 of 2

OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572

PREPARED BY:
GMcivil
Engineering & Surveying

EXHIBIT P-10 – TIMBERBROOK, PHASE 6 FINAL PLAT





OWNERS DEDICATION

GENERAL NOTES:

FLOODPLAIN RESTRICTION

CERTIFICATE OF APPROVAL

CERTIFICATE OF SURVEYOR

LAND USE TABLE

Development Yield	
Gross Site Area	10.232 Acres
Total Number Lots	29
Residential Lots Area	4.405 Acres
Number Residential Lots	26
Number Single Family Detached	26
Number Dwelling Units	26
Non-Residential Lots Area	4.561 Acres
Number Non-Residential Lots	3
Private Open Space Lots Area	4.561 Acres
Number Private Open Space Lots	3
Right-of-way Area	1.266 Acres
No Public Parks Proposed	

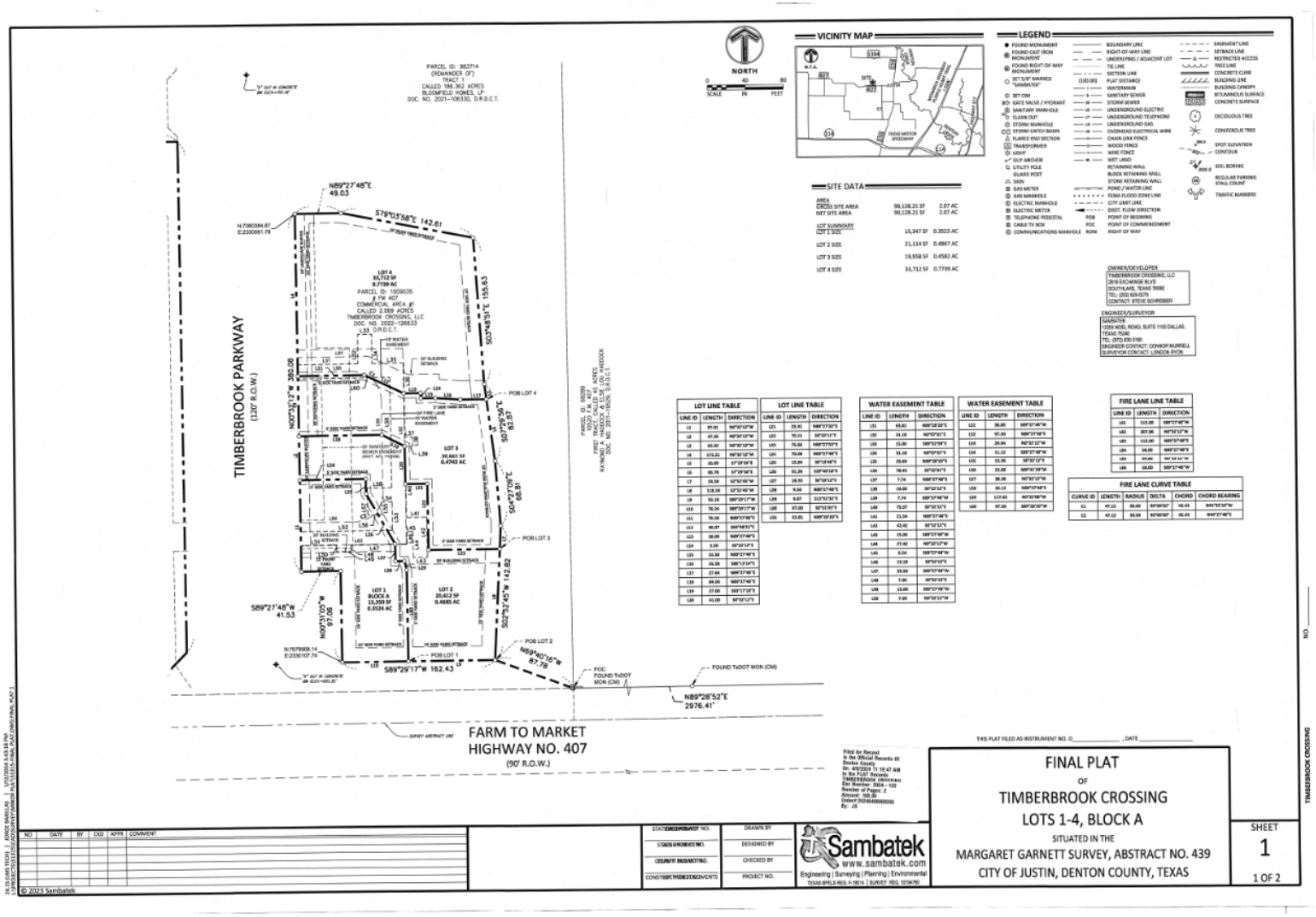
OWNER:
BLOOMFIELD HOMES, LP
1090 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1872

PREPARED BY:
GM civil
Engineering & Surveying

FINAL PLAT
OF
LOTS 1-16, 15X, 16X, 17X, BLOCK 37; LOTS 1-12, BLOCK 38
TIMBERBROOK, PHASE 6
BEING
10.232 ACRES
SITUATED IN THE
M. GARNETT SURVEY, ABSTRACT No. 439
CITY OF JUSTIN, DENTON COUNTY, TEXAS
26 RESIDENTIAL LOTS, 3 NON-RESIDENTIAL LOTS
Date: February 2024

SHEET 2 of 2

EXHIBIT P-11 – TIMBERBROOK CROSSING LOTS 1-4, BLOCK A FINAL PLAT



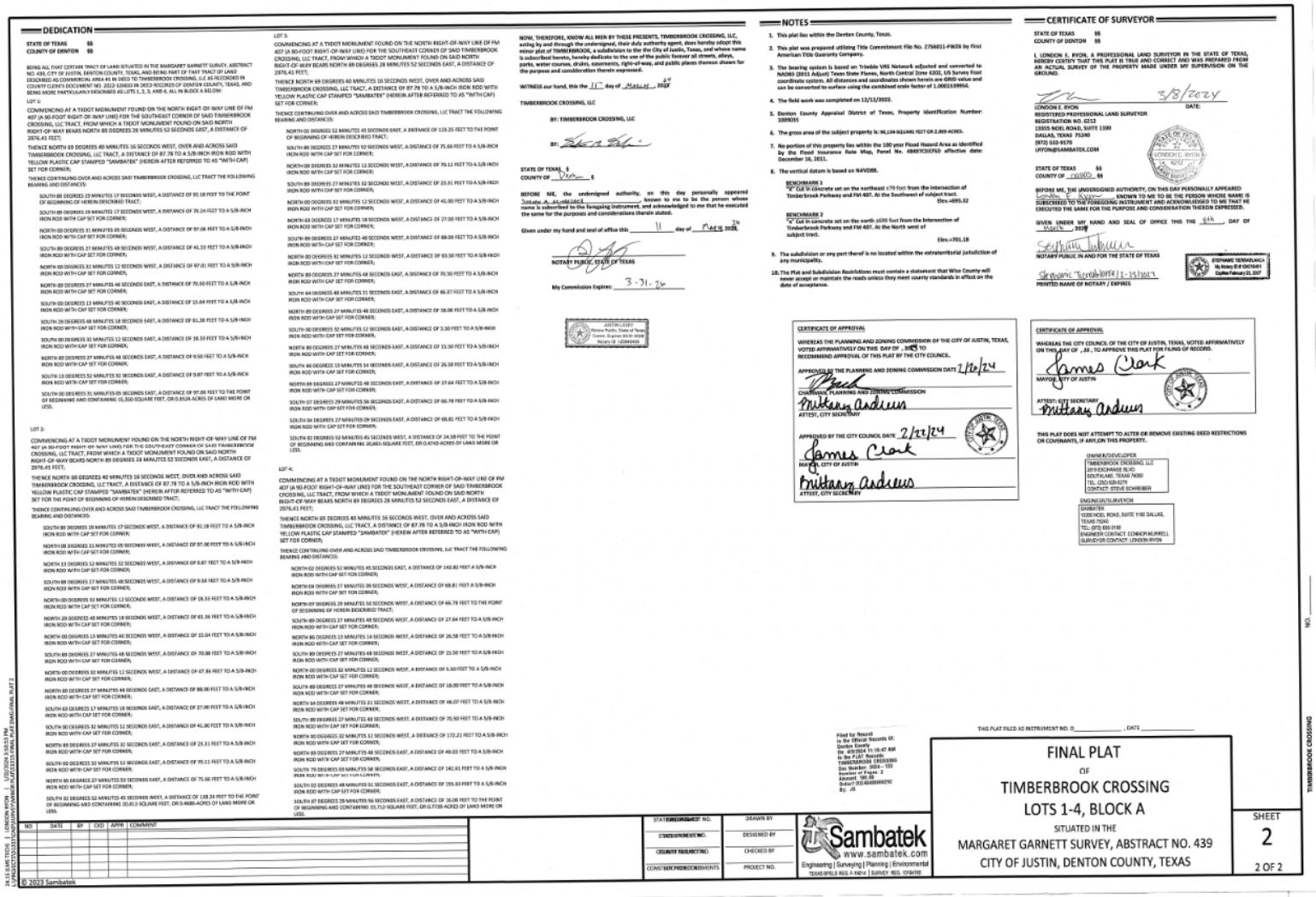

DEDICATION
NOTES
CERTIFICATE OF SURVEYOR
FINAL PLAT
OF
TIMBERBROOK CROSSING
LOTS 1-4, BLOCK A
SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT NO. 439
CITY OF JUSTIN, DENTON COUNTY, TEXAS
SHEET
2
2 OF 2
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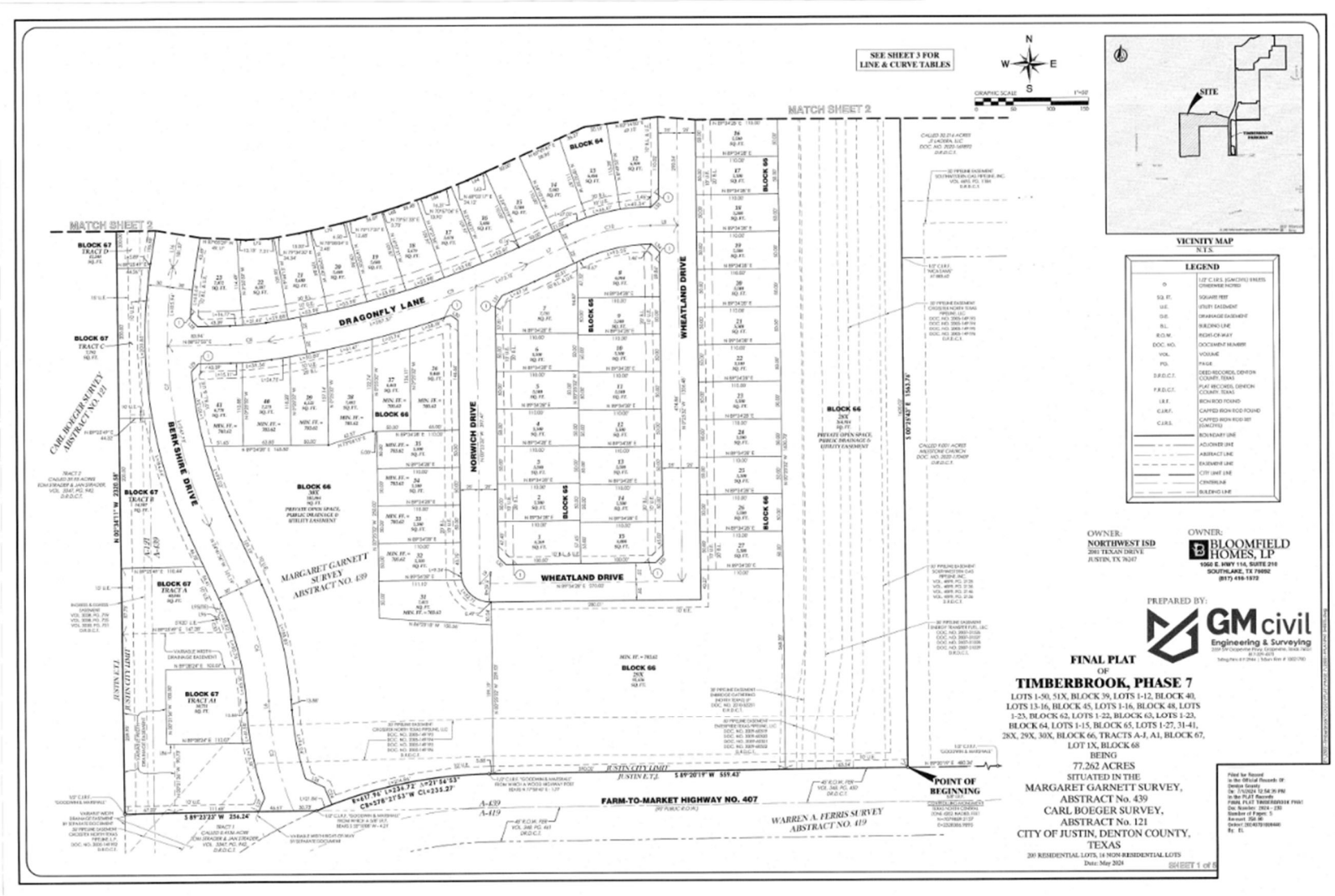
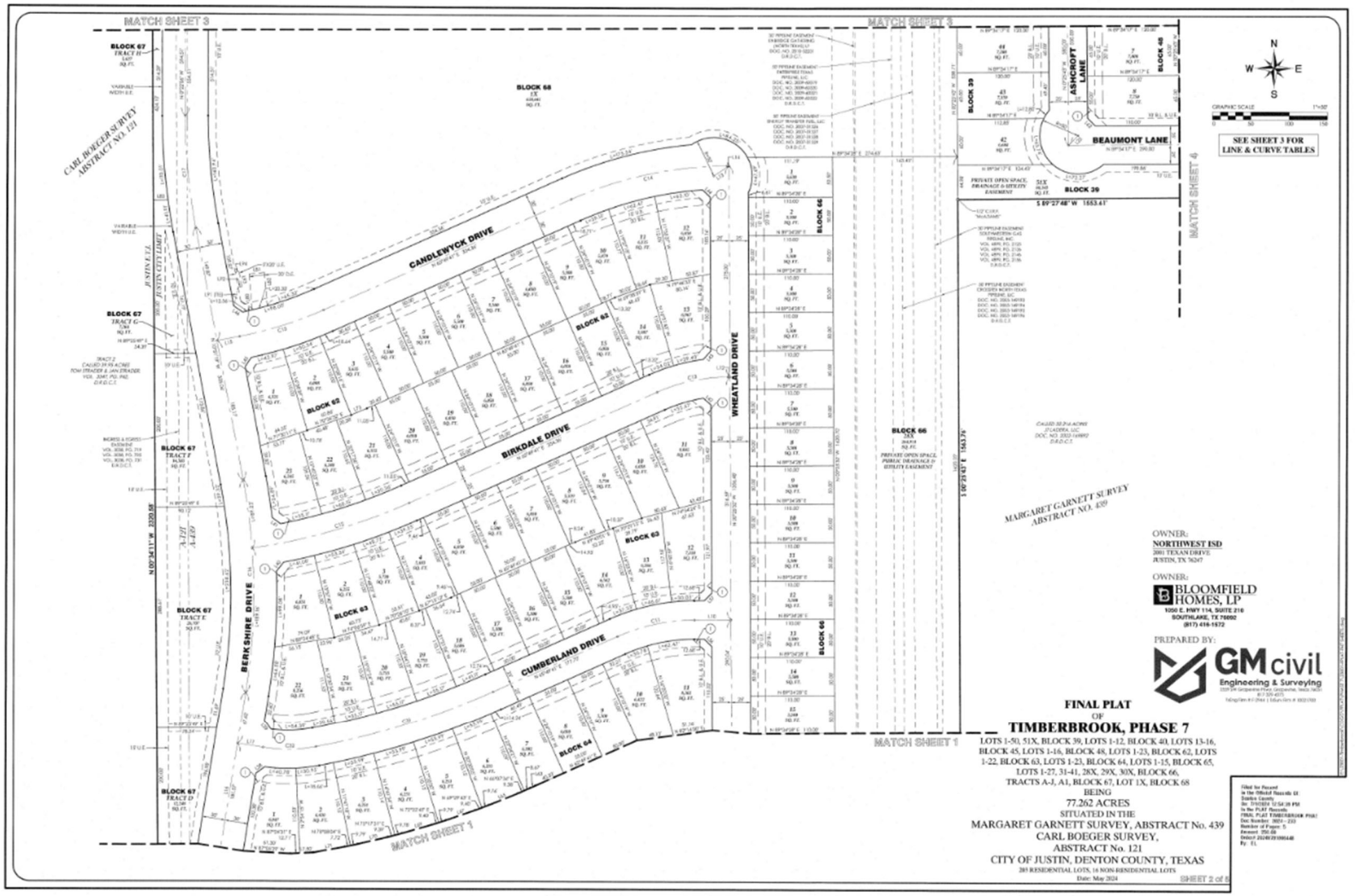
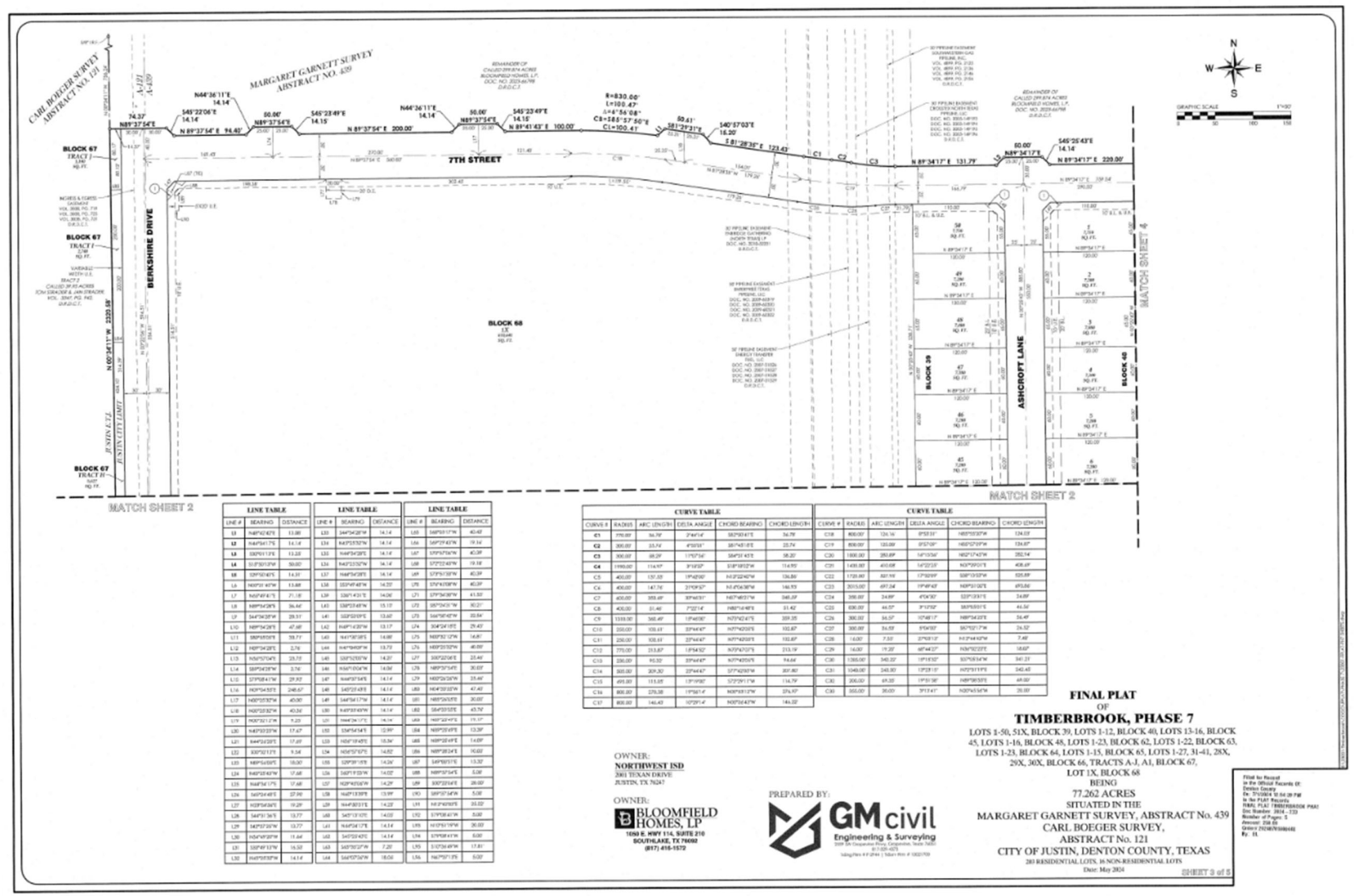
EXHIBIT P-12 – TIMBERBROOK, PHASE 7 FINAL PLAT




MATCH SHEET 3
MATCH SHEET 5
MATCH SHEET 4
MATCH SHEET 1
CANDLEWYCK DRIVE
BIRKDALE DRIVE
CUMBERLAND DRIVE
WHEATLAND DRIVE
BERKSHIRE DRIVE
BEAUMONT LANE
ASHCROFT LANE
CARL BOEGER SURVEY ABSTRACT NO. 121
MARGARET GARNETT SURVEY ABSTRACT NO. 439
SEE SHEET 3 FOR LINE & CURVE TABLES
OWNER:
NORTHWEST ISD
2001 TEXAN DRIVE
JUSTIN, TX 76247
OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
FINAL PLAT
OF
TIMBERBROOK, PHASE 7
LOTS 1-50, 51X, BLOCK 39, LOTS 1-12, BLOCK 40, LOTS 13-16, BLOCK 45, LOTS 1-16, BLOCK 48, LOTS 1-23, BLOCK 62, LOTS 1-22, BLOCK 63, LOTS 1-23, BLOCK 64, LOTS 1-15, BLOCK 65, LOTS 1-27, 31-41, 28X, 29X, 30X, BLOCK 66, TRACTS A-J, A1, BLOCK 67, LOT 1X, BLOCK 68
BEING
77.262 ACRES
SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT No. 439
CARL BOEGER SURVEY, ABSTRACT No. 121
CITY OF JUSTIN, DENTON COUNTY, TEXAS
283 RESIDENTIAL LOTS, 16 NON-RESIDENTIAL LOTS
Date: May 2024
SHEET 2 of 5



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N44°36'11"E	14.14'
L2	S45°22'06"E	14.14'
L3	S89°37'54"W	13.28'
L4	S1°30'10"W	50.00'
L5	S89°50'40"E	14.31'
L6	N00°01'40"W	13.88'
L7	N45°49'41"E	71.18'
L8	N89°54'28"E	36.66'
L9	S44°36'28"W	28.31'
L10	N89°54'28"E	47.48'
L11	S89°50'00"E	38.77'
L12	N89°54'28"E	2.76'
L13	N35°57'04"E	23.70'
L14	S89°54'28"W	3.76'
L15	S1°09'41"W	29.92'
L16	N89°54'55"E	248.67'
L17	N00°03'30"W	40.00'
L18	N89°53'30"W	40.04'
L19	N00°30'17"W	9.23'
L20	N45°03'39"W	17.67'
L21	N44°59'28"E	17.69'
L22	S00°30'17"E	9.54'
L23	N89°54'55"E	18.00'
L24	N45°03'43"W	17.68'
L25	N44°36'17"E	17.68'
L26	N45°34'48"E	27.99'
L27	N00°54'06"E	19.28'
L28	S44°31'36"E	13.77'
L29	N45°03'39"W	13.77'
L30	N00°49'39"W	15.64'
L31	S89°49'13"W	16.50'
L32	N45°03'39"W	14.14'

LINE TABLE		
LINE #	BEARING	DISTANCE
L33	S44°54'28"W	14.14'
L34	N45°03'32"W	14.14'
L35	N44°54'28"E	14.14'
L36	N45°03'32"W	14.14'
L37	N44°54'28"E	14.14'
L38	S89°49'48"W	14.20'
L39	S36°13'43"E	14.06'
L40	S38°53'48"W	15.15'
L41	S00°03'09"E	13.66'
L42	N48°14'28"W	13.17'
L43	N41°58'28"E	14.08'
L44	N41°58'49"W	13.73'
L45	S00°53'09"E	14.20'
L46	N36°13'04"W	14.06'
L47	N44°35'54"E	14.14'
L48	S45°23'49"E	14.14'
L49	N44°36'11"E	14.14'
L50	S45°23'49"E	14.14'
L51	S89°54'55"W	14.14'
L52	S54°54'54"E	12.99'
L53	N00°19'45"E	18.34'
L54	N36°57'07"E	14.02'
L55	S29°39'15"E	14.26'
L56	S45°23'49"E	14.02'
L57	N29°49'06"E	14.20'
L58	N44°58'01"E	14.22'
L59	S45°13'10"E	14.02'
L60	N44°58'01"E	14.14'
L61	S45°03'27"W	7.20'
L62	S44°57'26"W	18.06'

LINE TABLE		
LINE #	BEARING	DISTANCE
L63	S89°03'17"W	40.40'
L64	S89°27'43"W	19.16'
L65	S89°56'56"W	40.39'
L66	S72°22'45"W	19.18'
L67	S79°51'38"W	40.39'
L68	S79°43'58"W	40.39'
L71	S79°56'38"W	41.50'
L72	S81°04'31"W	30.21'
L73	S46°56'42"W	20.84'
L74	S04°34'18"E	29.40'
L75	N00°32'12"W	14.81'
L76	N89°25'50"W	40.00'
L77	S00°22'06"E	25.46'
L78	N89°37'54"E	30.03'
L79	N89°26'28"W	25.46'
L80	N44°22'22"W	47.40'
L81	N89°56'43"E	30.00'
L82	S84°03'35"E	43.76'
L83	N89°22'49"E	19.37'
L84	N89°28'49"E	13.28'
L85	N89°28'49"E	14.09'
L86	N89°28'34"E	10.02'
L87	S89°55'51"E	13.30'
L88	N89°57'54"E	5.08'
L89	S00°22'06"E	28.00'
L90	N89°37'54"W	5.08'
L91	N1°24'06"E	33.02'
L92	S79°08'41"W	5.00'
L93	N15°51'19"W	26.00'
L94	S79°08'41"W	5.00'
L95	S15°06'49"W	17.81'
L96	N67°51'15"E	5.00'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	770.00'	36.78'	2°44'14"	S85°59'47"E	36.78'
C2	300.00'	33.74'	6°26'51"	S87°43'14"E	33.74'
C3	330.00'	68.29'	11°51'16"	S84°51'43"E	68.20'
C4	1990.00'	114.97'	3°18'32"	S18°58'02"W	114.95'
C5	400.00'	137.33'	19°40'00"	N12°22'40"W	136.66'
C6	400.00'	147.76'	21°09'37"	N1°56'38"W	146.93'
C7	400.00'	103.49'	30°46'51"	N17°46'07"W	102.27'
C8	400.00'	31.46'	4°30'14"	N30°14'48"E	31.42'
C9	1330.00'	560.49'	12°03'00"	N75°42'47"E	559.05'
C10	330.00'	103.61'	17°59'40"	N77°42'05"E	103.16'
C11	230.00'	103.61'	25°48'47"	N77°42'05"E	102.69'
C12	770.00'	213.87'	15°54'52"	N75°47'07"E	213.19'
C13	230.00'	95.32'	23°44'47"	N77°42'05"E	94.64'
C14	300.00'	209.30'	23°44'47"	S77°42'05"W	207.80'
C15	499.00'	111.05'	12°45'00"	S72°29'11"W	110.79'
C16	800.00'	270.38'	19°22'41"	N89°58'12"W	269.10'
C17	800.00'	140.40'	10°03'24"	N70°56'43"W	140.22'

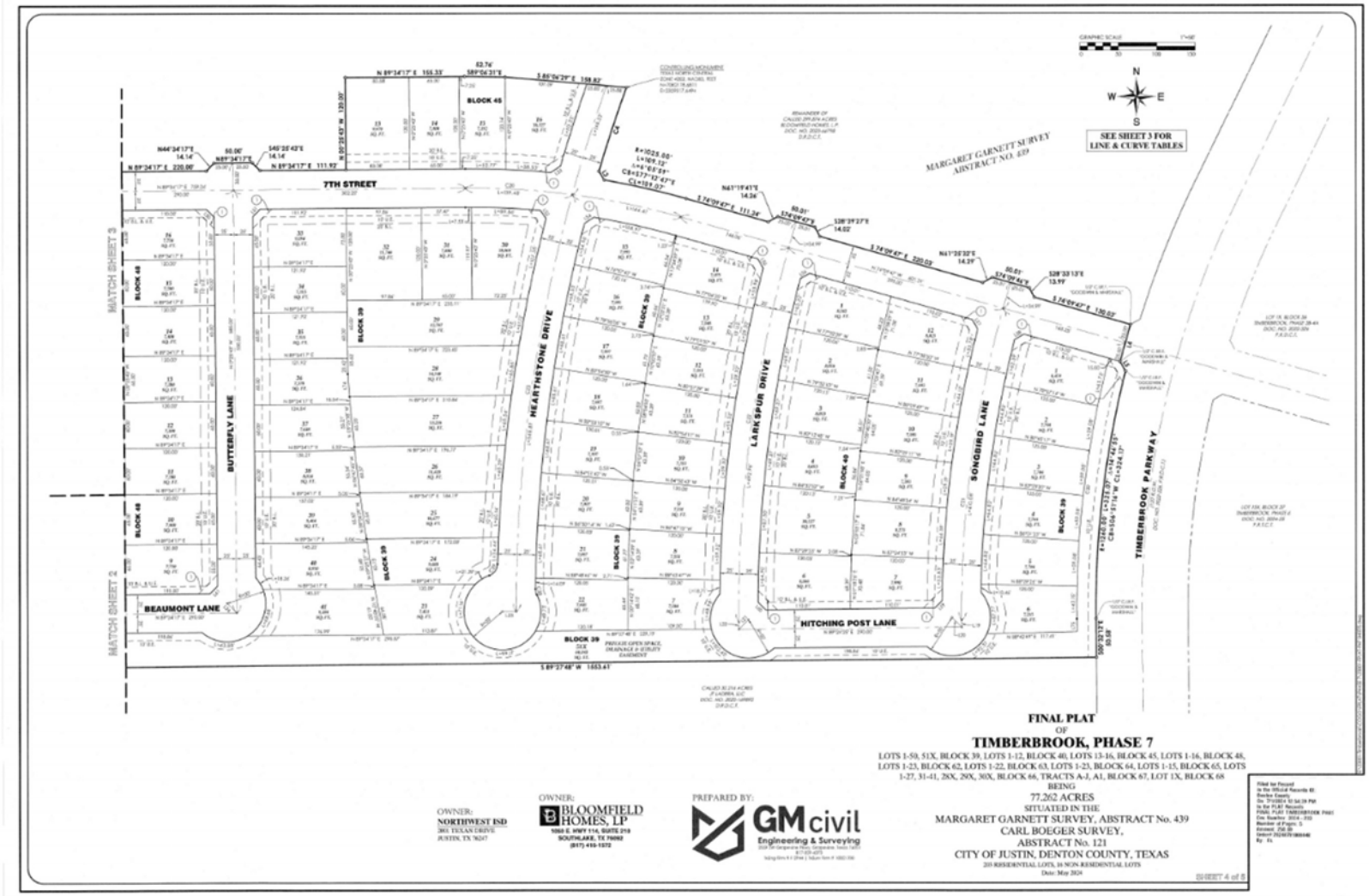
CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C18	800.00'	126.16'	9°02'01"	N85°05'30"W	126.03'
C19	800.00'	130.89'	9°22'58"	N85°27'29"W	130.75'
C20	1800.00'	280.89'	14°22'26"	N82°17'47"W	280.34'
C21	1430.00'	410.68'	16°27'23"	N37°09'01"E	409.29'
C22	1720.00'	821.93'	27°22'09"	S38°10'03"W	814.09'
C23	2015.00'	697.04'	19°48'43"	N69°51'02"E	693.56'
C24	350.00'	34.89'	4°04'30"	S25°13'31"E	34.89'
C25	830.00'	46.07'	3°11'02"	S85°55'01"E	46.06'
C26	300.00'	36.57'	10°48'17"	N89°34'23"E	36.49'
C27	300.00'	34.93'	9°04'00"	S01°02'17"W	34.91'
C28	14.00'	7.33'	27°53'13"	N13°44'40"W	7.49'
C29	14.00'	17.20'	68°44'27"	N36°02'23"E	16.60'
C30	1365.00'	340.33'	14°16'52"	S07°05'54"W	341.21'
C31	1040.00'	240.80'	13°23'15"	N73°51'19"E	240.45'
C32	300.00'	69.35'	13°14'38"	N89°58'53"E	69.20'
C33	300.00'	36.00'	3°13'47"	N30°45'56"W	35.98'

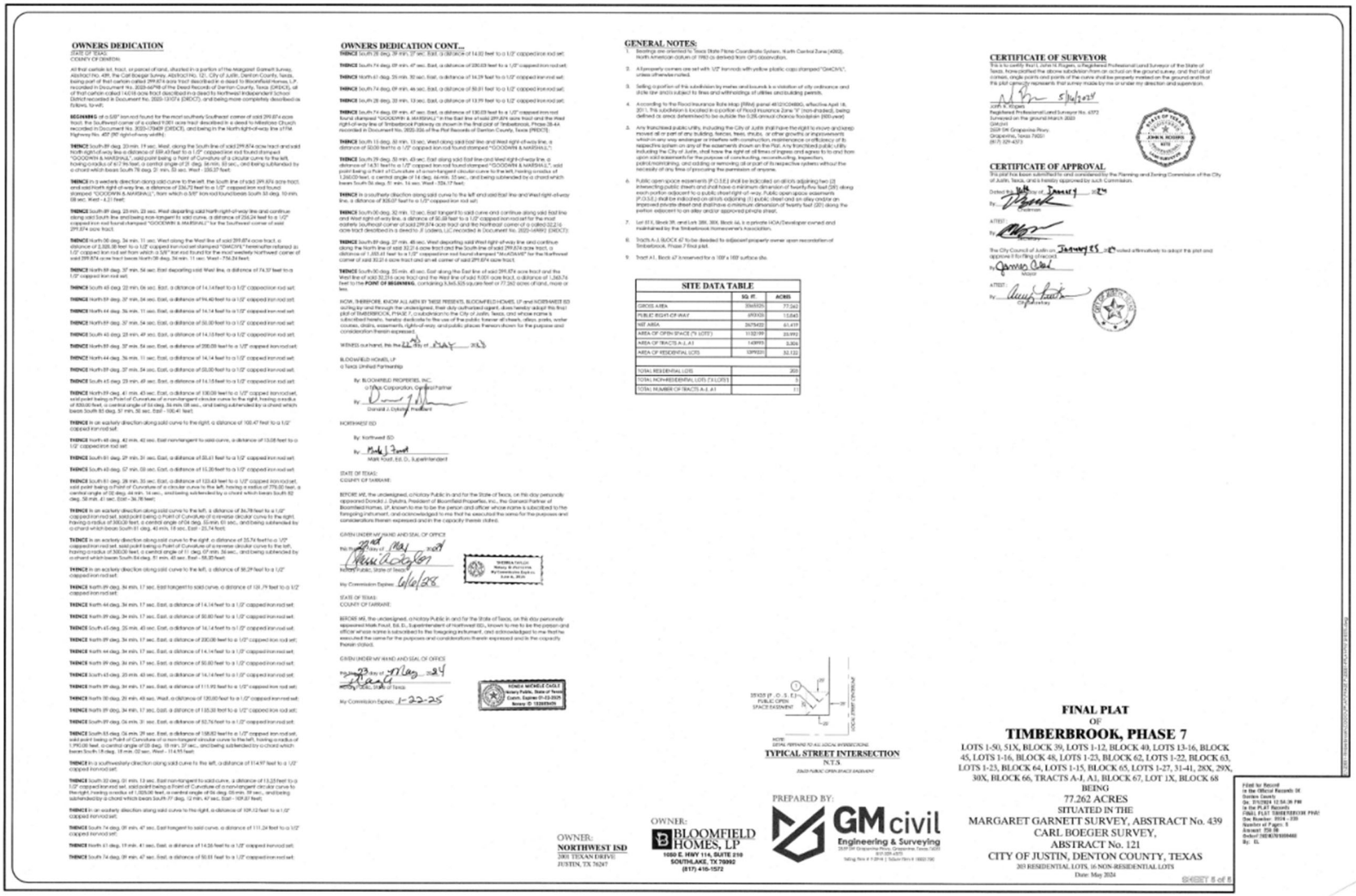
OWNER:
NORTHWEST ISD
2001 TEXAN DRIVE
JUSTIN, TX 76247

OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572

PREPARED BY:
GM civil
Engineering & Surveying

FINAL PLAT
OF
TIMBERBROOK, PHASE 7
LOTS 1-50, 51X, BLOCK 39, LOTS 1-12, BLOCK 40, LOTS 13-16, BLOCK 45, LOTS 1-16, BLOCK 48, LOTS 1-23, BLOCK 62, LOTS 1-22, BLOCK 63, LOTS 1-23, BLOCK 64, LOTS 1-15, BLOCK 65, LOTS 1-27, 31-41, 28X, 29X, 30X, BLOCK 66, TRACTS A-J, A1, BLOCK 67, LOT 1X, BLOCK 68
BEING
77.262 ACRES
SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT No. 439
CARL BOEGER SURVEY,
ABSTRACT No. 121
CITY OF JUSTIN, DENTON COUNTY, TEXAS
283 RESIDENTIAL LOTS, 16 NON-RESIDENTIAL LOTS
Date: May 2024
SHEET 3 of 5


7TH STREET
BUTTERFLY LANE
HEARTHSTONE DRIVE
LARKSPUR DRIVE
SONGBIRD LANE
TIMBERBROOK PARKWAY
BEAUMONT LANE
HITCHING POST LANE
BLOCK 45
BLOCK 49
BLOCK 39
BLOCK 40
MATCH SHEET 3
MATCH SHEET 2
SEE SHEET 3 FOR LINE & CURVE TABLES
MARGARET GARNETT SURVEY ABSTRACT NO. 439
FINAL PLAT
OF
TIMBERBROOK, PHASE 7
LOTS 1-50, 51X, BLOCK 39, LOTS 1-12, BLOCK 40, LOTS 13-16, BLOCK 45, LOTS 1-16, BLOCK 48, LOTS 1-23, BLOCK 62, LOTS 1-22, BLOCK 63, LOTS 1-23, BLOCK 64, LOTS 1-15, BLOCK 65, LOTS 1-27, 31-41, 28X, 29X, 30X, BLOCK 66, TRACTS A-J, A1, BLOCK 67, LOT 1X, BLOCK 68
BEING
77.262 ACRES
SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT No. 439
CARL BOEGER SURVEY,
ABSTRACT No. 121
CITY OF JUSTIN, DENTON COUNTY, TEXAS
OWNER:
NORTHWEST ISD
OWNER:
BLOOMFIELD HOMES, LP
PREPARED BY:
GM civil
Engineering & Surveying



OWNERS DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

All that certain lot, tract, or parcel of land, situated in a portion of the Margaret Garnett Survey, ABSTRACT NO. 439, the Carl Boeger Survey, ABSTRACT NO. 121, City of Justin, Denton County, Texas, being part of that certain called 299.874 acre tract described in a deed to Bloomfield Homes, L.P. recorded in Document No. 2022-66798 of the Deed Records of Denton County, Texas (DRDCT), all of that certain called 14.018 acre tract described in a deed to Northwest Independent School District recorded in Document No. 2020-131074 (ORDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the most southerly Southeast corner of said 299.874 acre tract, the Southwest corner of a called 9.901 acre tract described in a deed to Hillsview Church recorded in Document No. 2020-173439 (ORDCT), and being in the North right-of-way line of FM Highway No. 407 (80' right-of-way width);

THENCE South 89° deg. 23 min. 19 sec. West, along the South line of said 299.874 acre tract and said North right-of-way line a distance of 559.43 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL", said point being a Point of Curvature of a circular curve to the left, having a radius of 617.96 feet, a central angle of 21 deg. 36 min. 51 sec., and being subtended by a chord which bears South 78 deg. 21 min. 53 sec. West - 235.27 feet;

THENCE in a westerly direction along said curve to the left, the South line of said 299.874 acre tract, and said North right-of-way line, a distance of 236.72 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL", from which a 5/8" iron rod found bears South 30 deg. 10 min. 08 sec. West - 6.21 feet;

THENCE South 89 deg. 23 min. 23 sec. West departing said North right-of-way line and continue along said South line and being non-tangent to said curve, a distance of 256.24 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southwest corner of said 299.874 acre tract;

THENCE North 00 deg. 36 min. 11 sec. West along the West line of said 299.874 acre tract, a distance of 2,326.28 feet to a 1/2" capped iron rod set stamped "DAVOHL" hereinafter referred as 1/2" capped iron rod set from which a 5/8" iron rod found for the most westerly Northwest corner of said 299.874 acre tract bears North 08 deg. 36 min. 11 sec. West - 756.24 feet;

THENCE North 89 deg. 37 min. 54 sec. East departing said West line, a distance of 74.37 feet to a 1/2" capped iron rod set;

THENCE North 45 deg. 22 min. 06 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 99.40 feet to a 1/2" capped iron rod set;

THENCE North 44 deg. 36 min. 11 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set;

THENCE North 45 deg. 23 min. 49 sec. East, a distance of 14.15 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 200.00 feet to a 1/2" capped iron rod set;

THENCE North 44 deg. 36 min. 11 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 37 min. 54 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set;

THENCE North 45 deg. 23 min. 49 sec. East, a distance of 14.15 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 41 min. 45 sec. East, a distance of 130.08 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 830.00 feet, a central angle of 34 deg. 36 min. 08 sec., and being subtended by a chord which bears South 80 deg. 37 min. 35 sec. East - 100.41 feet;

THENCE in an easterly direction along said curve to the right, a distance of 100.47 feet to a 1/2" capped iron rod set;

THENCE North 48 deg. 42 min. 42 sec. East non-tangent to said curve, a distance of 13.08 feet to a 1/2" capped iron rod set;

THENCE South 81 deg. 29' min. 21 sec. East, a distance of 55.61 feet to a 1/2" capped iron rod set;

THENCE South 45 deg. 57 min. 03 sec. East, a distance of 15.35 feet to a 1/2" capped iron rod set;

THENCE South 81 deg. 28 min. 35 sec. East, a distance of 133.43 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a circular curve to the left, having a radius of 775.00 feet, a central angle of 02 deg. 44 min. 14 sec., and being subtended by a chord which bears South 82 deg. 58 min. 41 sec. East - 36.78 feet;

THENCE in an easterly direction along said curve to the left, a distance of 36.78 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a reverse circular curve to the right, having a radius of 300.00 feet, a central angle of 06 deg. 15 min. 51 sec., and being subtended by a chord which bears South 81 deg. 43 min. 19 sec. East - 32.74 feet;

THENCE in an easterly direction along said curve to the right, a distance of 32.76 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a reverse circular curve to the left, having a radius of 300.00 feet, a central angle of 11 deg. 07 min. 36 sec., and being subtended by a chord which bears South 84 deg. 31 min. 45 sec. East - 58.20 feet;

THENCE in an easterly direction along said curve to the left, a distance of 58.29 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East tangent to said curve, a distance of 131.79 feet to a 1/2" capped iron rod set;

THENCE North 44 deg. 34 min. 17 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 50.80 feet to a 1/2" capped iron rod set;

THENCE South 45 deg. 25 min. 43 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 200.00 feet to a 1/2" capped iron rod set;

THENCE North 44 deg. 34 min. 17 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 50.80 feet to a 1/2" capped iron rod set;

THENCE South 45 deg. 25 min. 43 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 111.93 feet to a 1/2" capped iron rod set;

THENCE North 30 deg. 26 min. 43 sec. West, a distance of 135.00 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 155.30 feet to a 1/2" capped iron rod set;

THENCE South 89 deg. 06 min. 31 sec. East, a distance of 50.76 feet to a 1/2" capped iron rod set;

THENCE South 83 deg. 06 min. 29 sec. East, a distance of 158.82 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,992.08 feet, a central angle of 03 deg. 19 min. 37 sec., and being subtended by a chord which bears South 18 deg. 18 min. 02 sec. West - 114.95 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 114.97 feet to a 1/2" capped iron rod set;

THENCE South 32 deg. 01 min. 13 sec. East non-tangent to said curve, a distance of 13.25 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,005.00 feet, a central angle of 06 deg. 05 min. 19 sec., and being subtended by a chord which bears South 77 deg. 12 min. 47 sec. East - 109.87 feet;

THENCE in an easterly direction along said curve to the right, a distance of 109.92 feet to a 1/2" capped iron rod set;

THENCE South 74 deg. 09 min. 47 sec. East tangent to said curve, a distance of 111.24 feet to a 1/2" capped iron rod set;

THENCE North 61 deg. 19 min. 41 sec. East, a distance of 14.26 feet to a 1/2" capped iron rod set;

THENCE South 74 deg. 09 min. 47 sec. East, a distance of 50.51 feet to a 1/2" capped iron rod set;

OWNERS DEDICATION CONT...

THENCE South 28 deg. 39 min. 37 sec. East, a distance of 14.02 feet to a 1/2" capped iron rod set;

THENCE South 74 deg. 09 min. 47 sec. East, a distance of 200.00 feet to a 1/2" capped iron rod set;

THENCE North 61 deg. 35 min. 30 sec. East, a distance of 14.29 feet to a 1/2" capped iron rod set;

THENCE South 74 deg. 09 min. 46 sec. East, a distance of 59.91 feet to a 1/2" capped iron rod set;

THENCE South 28 deg. 33 min. 13 sec. East, a distance of 13.99 feet to a 1/2" capped iron rod set;

THENCE South 74 deg. 09 min. 47 sec. East, a distance of 130.03 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" in the East line of said 299.874 acre tract and the West right-of-way line of Timberbrook Parkway as shown in the final plat of Timberbrook, Phase 3B-4A recorded in Document No. 2020-306 of the Plat Records of Denton County, Texas (PRDCT);

THENCE South 13 deg. 50 min. 13 sec. West along said East line and West right-of-way line, a distance of 50.09 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

THENCE South 29 deg. 33 min. 43 sec. East along said East line and West right-of-way line, a distance of 14.31 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL", said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,260.00 feet, a central angle of 14 deg. 46 min. 33 sec., and being subtended by a chord which bears South 56 deg. 51 min. 16 sec. West - 324.17 feet;

THENCE in a southerly direction along said curve to the left and said East line and West right-of-way line, a distance of 325.07 feet to a 1/2" capped iron rod set;

THENCE South 00 deg. 32 min. 12 sec. East tangent to said curve and continue along said East line and West right-of-way line, a distance of 50.28 feet to a 1/2" capped iron rod set for the most easterly Southeast corner of said 299.874 acre tract and the Northeast corner of a called 22.216 acre tract described in a deed to JI Lasers, LLC recorded in Document No. 2020-149892 (ORDCT);

THENCE South 89 deg. 27 min. 48 sec. West departing said West right-of-way line and continue along the North line of said 22.21 6 acre tract and the South line of said 299.874 acre tract, a distance of 1,355.43 feet to a 1/2" capped iron rod found stamped "WorkSMART" for the Northwest corner of said 30.21 6 acre tract and an ell corner of said 299.874 acre tract;

THENCE South 00 deg. 33 min. 49 sec. East along the East line of said 299.874 acre tract and the West line of said 30.216 acre tract and the West line of said 9.001 acre tract, a distance of 1,365.76 feet to the **POINT OF BEGINNING**, containing 3,365,525 square feet or 77.262 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, BLOOMFIELD HOMES, LP and NORTHWEST ISD acting by and through the undersigned, their duly authorized agent, does hereby adopt this final plat of TIMBERBROOK, PHASE 7, could/subdivision to the City of Justin, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all roads, alleys, parks, water courses, drains, easements, right-of-ways, and public places thereon shown for the purpose and consideration therein expressed.

WITNESS our hand, this the 22nd day of MAY, 2024.

BLOOMFIELD HOMES, LP
a Texas Limited Partnership

By: BLOOMFIELD PROPERTIES, INC.
a Texas Corporation, General Partner

By: _____
Donald J. Dykstra, President

NORTHWEST ISD

By: Northwest ISD

By: _____
Mark Kraut, Ed. D., Superintendent

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donald J. Dykstra, President of Bloomfield Properties, Inc., the General Partner of Bloomfield Homes, LP, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this the 22nd day of May, 2024

_____
Notary Public, State of Texas

My Commission Expires: 6/6/28

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Mark Kraut, Ed. D., Superintendent of Northwest ISD., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this the 23rd day of May, 2024

_____
Notary Public, State of Texas

My Commission Expires: 1-22-25

GENERAL NOTES:

1. Bearings are referred to Texas State Plane Coordinate System, North Central Zone (4202), North American datum of 1983 as derived from GPS observation.
2. All property corners are set with 1/2" iron rods with yellow plastic caps stamped "DAVOHL", unless otherwise noted.
3. Selling a portion of this subdivision by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholdings of utilities and building permits.
4. According to the Flood Insurance Rate Map (FIRM) panel 48121C0480G, effective April 18, 2011, this subdivision is located in a portion of Flood Insurance Zone "X" (non-shaded), being defined as areas determined to be outside the 0.2% annual chance floodplain (500-year).
5. Any franchised public utility, including the City of Justin shall have the right to move and keep moved all or part of any building, fences, trees, shubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of its respective system on any of the easements shown on the Plat. Any franchised public utility including the City of Justin, shall have the right of all times of ingress and egress to to and from upon said easements for the purpose of constructing, reconstructing, inspection, patrol, maintaining, and adding or removing all or part of its respective systems without the necessity of any time of procuring the permission of anyone.
6. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining two (2) intersecting public streets and shall have a minimum dimension of twenty-five feet (25') along each portion adjacent to a public street right-of-way. Public open space easements (P.O.S.E.) shall be indicated on all lots adjoining (1) public street and on alley and/or an improved private street and shall have a minimum dimension of twenty feet (20') along the portion adjacent to an alley and/or approved private street.
7. Lot 51X, Block 39, and Lot 28X, 30X, Block 66, is a private HOA/Developer owned and maintained by the Timberbrook Homeowner's Association.
8. Tracts A-J, BLOCK 67 to be deeded to adjacent property owner upon recordation of Timberbrook, Phase 7 final plat.
9. Tract A1, Block 67 reserved for a 159' x 169' surface site.

SITE DATA TABLE

	SQ. FT.	ACRES
GROSS AREA	3365525	77.262
PUBLIC RIGHT-OF-WAY	691013	15.860
NET AREA	2674512	61.419
AREA OF OPEN SPACE ("A LOT")	1132199	25.992
AREA OF TRACTS A-J, A1	149993	3.444
AREA OF RESIDENTIAL LOTS	1391321	31.953
TOTAL RESIDENTIAL LOTS		203
TOTAL NON-RESIDENTIAL LOTS ("LOTS")		16
TOTAL NUMBER OF TRACTS A-J, A1		11

CERTIFICATE OF SURVEYOR

This is to certify that I, John R. Rogers, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual on the ground survey, and that all lot corners, angle points and points of the curve shall be properly marked on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

5/14/2024

John R. Rogers
Registered Professional Land Surveyor No. 6372
Surveyed on the ground March 2023
GMCIVIL
2509 SW Grapevine Pkwy.
Grapevine, Texas 76051
(817) 329-4373

CERTIFICATE OF APPROVAL

This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Justin, Texas, and is hereby approved by such Commission.

Dated this the 9th day of January, 25

By: _____
Chairman

ATTEST:

By: _____

The City Council of Justin on January 23, 25 voted affirmatively to adopt this plat and approve it by the signature of:

By: _____
Mayor

ATTEST:

By: _____

NOTE:
SIGNS PERTAINING TO ALL LOCAL INTERSECTIONS

TYPICAL STREET INTERSECTION
N.T.S.
25x25 PUBLIC OPEN SPACE EASEMENT

OWNER:
NORTHWEST ISD
3301 TEXAN DRIVE
JUSTIN, TX 76247

OWNER:
BLOOMFIELD HOMES, LP
1000 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572

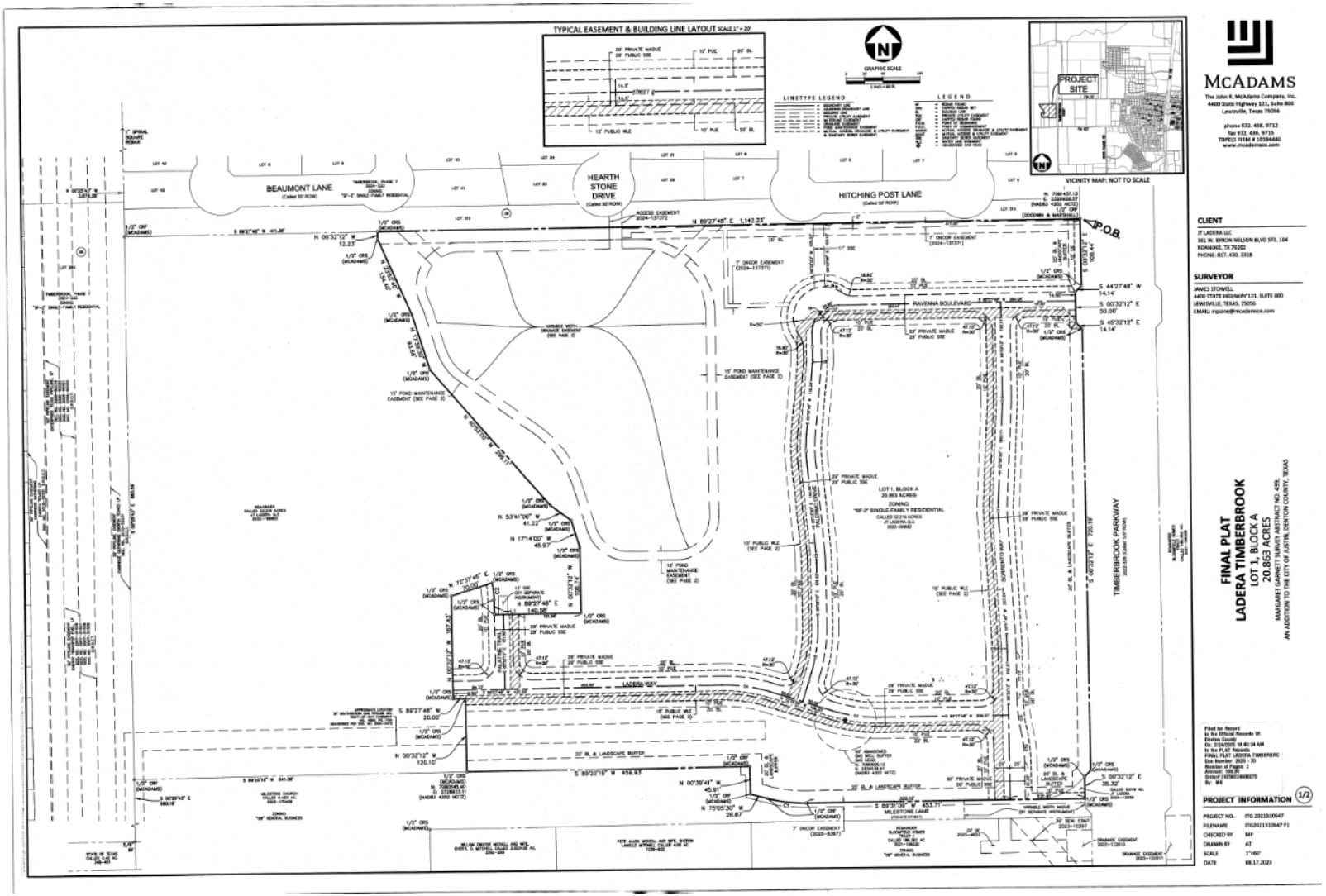
PREPARED BY:
GM civil
Engineering & Surveying
2509 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
Texas Firm # 14394 | Texas Firm # 10021700

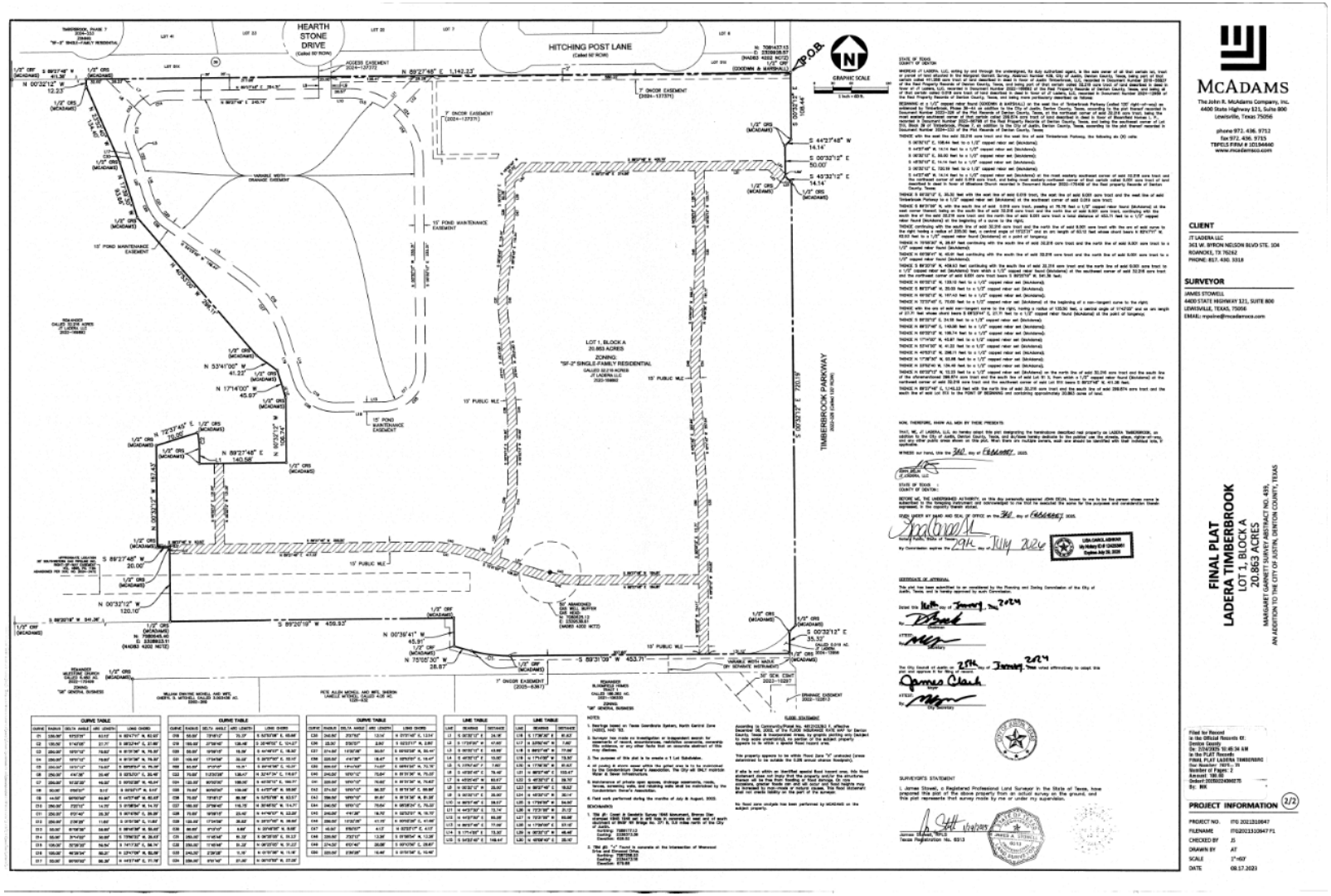
FINAL PLAT
OF
TIMBERBROOK, PHASE 7
LOTS 1-50, 51X, BLOCK 39, LOTS 1-12, BLOCK 40, LOTS 13-16, BLOCK 45, LOTS 1-16, BLOCK 48, LOTS 1-23, BLOCK 62, LOTS 1-22, BLOCK 63, LOTS 1-23, BLOCK 64, LOTS 1-15, BLOCK 65, LOTS 1-27, 31-41, 28X, 29X, 30X, BLOCK 66, TRACTS A-J, A1, BLOCK 67, LOT 1X, BLOCK 68
BEING
77.262 ACRES
SITUATED IN THE
MARGARET GARNETT SURVEY, ABSTRACT No. 439
CARL BOEGER SURVEY,
ABSTRACT No. 121
CITY OF JUSTIN, DENTON COUNTY, TEXAS
203 RESIDENTIAL LOTS, 16 NON-RESIDENTIAL LOTS
Date: May 2024

SHEET 5 of 5

Filed for Record
in the Official Records Of
Denton County
On: 7/1/2024 12:56:26 PM
In the PLAT Records
FINAL PLAT TIMBERBROOK PHASE
Doc Number: 0114 - 220
Number of Pages: 5
Amount: 750.00
Docket: 20240701000460
By: EL

EXHIBIT P-13 – LADERA TIMBERBROOK FINAL PLAT




HEARTH STONE DRIVE
HITCHING POST LANE
TIMBERBROOK PARKWAY
LOT 1, BLOCK A
20.863 ACRES
ZONING
"SF-2" SINGLE-FAMILY RESIDENTIAL
P.O.B.
GRAPHIC SCALE
McADAMS
CLIENT
SURVEYOR
FINAL PLAT
LADERA TIMBERBROOK
LOT 1, BLOCK A
20.863 ACRES
PROJECT INFORMATION

APPENDIX A – ENGINEER'S REPORT

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PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook Improvement Area #3
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 1 of 1

BLOOMFIELD HOMES

DESCRIPTION	TOTAL COST
Timberbrook Improvement Area #3 Totals	
Phase 7 Improvement Area #3 Subtotal	$2,629,089.23
Phase 9 Improvement Area #3 Subtotal	$4,659,454.94
Probable Total Timberbrook Improvement Area 3	**$7,288,544.17**

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 7 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 1 of 5

BLOOMFIELD HOMES

DESCRIPTION	TOTAL COST
Timberbrook Phase 7 Improvement Area 3	
Paving Subtotal	$807,150.80
Water Subtotal	$381,859.35
Sanitary Sewer Subtotal	$413,511.04
Storm Drain Subtotal	$351,484.95
Probable Construction Cost Sub-total	$1,954,006.14
10% Contingency	$195,400.61
Materials Testing (2%)	$39,080.12
Inspection Fees - (4%)	$78,160.25
Preliminary Plat Fees	$7,247.00
Final Plat Fees	$3,474.00
Engineering (8%) & Surveying (5%)	$254,020.80
Construction Management (5%)	$97,700.31
Probable Total Timberbrook Ph 7 Improvement Area 3	**$2,629,089.23**

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 7 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 2 of 5

BLOOMFIELD HOMES

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Paving Facilities				
1.	6" Concrete Pavement	S.Y.	11,056	$47.25	$522,396.00
2.	6" Lime Treated Subgrade	S.Y.	11,712	$2.90	$33,964.80
3.	Hydrated Lime at 36 lbs/S.Y.	Ton	211	$320.00	$67,520.00
4.	Barrier Free Ramps - Type 7	Ea.	3	$2,800.00	$8,400.00
5.	Barrier Free Ramps - Type P-20A	Ea.	12	$2,800.00	$33,600.00
6.	End of Road Barricade	Ea.	93	$50.00	$4,650.00
7.	Saw Cut & Connect to Existing	L.F.	89	$15.00	$1,335.00
8.	9'x4' Conc CBU Pad & ADA Ramp	Ea.	1	$6,300.00	$6,300.00
9.	6'x4' Conc CBU Pad & ADA Ramp	Ea.	1	$4,800.00	$4,800.00
10.	4' Concrete Sidewalk	L.F.	495	$28.20	$13,959.00
11.	Stop Sign	Ea.	4	$100.00	$400.00
12.	Street Marker Blade	Ea.	12	$225.00	$2,700.00
13.	Street Lights	Ea.	10	$5,500.00	$55,000.00
14.	Street Excavation	C.Y.	15,500	$2.50	$38,750.00
15.	Clearing & Grubbing	Ac.	4	$1,275.00	$5,100.00
16.	Maintenance Bond	L.S.	1	$8,276.00	$8,276.00
	Paving Subtotal				**$807,150.80**

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook Ph 7 Improvement Area 3
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 3 of 5

BLOOMFIELD HOMES

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Water Facilities				
1.	12" PVC Water Pipe	L.F.	1,568	$82.01	$128,591.68
2.	12" Gate Valve and Box	Ea.	4	$4,593.31	$18,373.24
3.	8" PVC Water Pipe	L.F.	1,853	$49.66	$92,019.98
4.	8" Gate Valve and Box	Ea.	7	$2,520.71	$17,644.97
5.	Standard Fire Hydrant Assembly	Ea.	5	$6,987.13	$34,935.65
6.	Ductile Iron Fittings With Restraint	Ton	0.67	$34,378.87	$23,033.84
7.	Trench Safety	L.F.	3,421	$0.21	$718.41
8.	2" Irrigation Water Services	Ea.	1	$2,974.20	$2,974.20
9.	Concrete Encase Water Line	L.F.	12	$73.95	$887.40
10.	Connect to Existing Stub-out	Ea.	2	$3,939.65	$7,879.30
11.	Water System Testing	L.F.	3,421	$2.28	$7,799.88
12.	1" Domestic Water Services	Ea.	49	$959.20	$47,000.80
	Water Subtotal				$381,859.35

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 7 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 4 of 5

BLOOMFIELD HOMES

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Sanitary Sewer Facilities				
1.	8" SDR-26 PVC Sewer Pipe	L.F.	3,034	$54.45	$165,201.30
2.	5' Dia. SSMH w/ Corrosion Protect	Ea.	14	$8,296.26	$116,147.64
3.	4' Dia. SSMH w/ Corrosion Protect	Ea.	2	$5,686.15	$11,372.30
4.	Extra Depth for 5' Dia. Manhole	V.F.	50	$618.20	$30,910.00
5.	Extra Depth for 4' Dia. Manhole	V.F.	4	$493.39	$1,973.56
6.	4" S.S. Services	Ea.	48	$1,322.16	$63,463.68
7.	Cement Stabilized Backfill	L.F.	40	$45.84	$1,833.60
8.	Concrete Encasement	L.F.	120	$73.95	$8,874.00
9.	TV & Test Sewer Line	L.F.	3,034	$3.80	$11,529.20
10.	Trench Safety	L.F.	3,034	$0.21	$637.14
11.	Connect to Existing Sewer	Ea.	1	$1,568.62	$1,568.62
	Sanitary Sewer Subtotal				$413,511.04

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 7 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 5 of 5

BLOOMFIELD HOMES

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Storm Drain Facilities				
1.	20' Curb Inlet	Ea.	4	$13,676.42	$54,705.68
2.	15' Curb Inlet	Ea.	1	$10,413.73	$10,413.73
3.	42" R.C.P.	L.F.	398	$213.65	$85,032.70
4.	36" R.C.P.	L.F.	324	$169.85	$55,031.40
5.	30" R.C.P.	L.F.	263	$129.79	$34,134.77
6.	27" R.C.P.	L.F.	47	$123.12	$5,786.64
7.	24" R.C.P.	L.F.	22	$106.24	$2,337.28
8.	21" R.C.P.	L.F.	358	$93.73	$33,555.34
9.	Trench Safety	L.F.	1,412	$0.21	$296.52
10.	4' Junction Box	Ea.	1	$7,728.57	$7,728.57
11.	5' Junction Box	Ea.	1	$10,838.78	$10,838.78
12.	30" Sloped End Headwall	Ea.	2	$5,073.84	$10,147.68
13.	42" Sloped End Headwall	Ea.	1	$6,727.22	$6,727.22
14.	12" Thick Gabion Mattress	S.Y.	42	$255.92	$10,748.64
15.	Erosion Control	L.S.	1	$24,000.00	$24,000.00
	Storm Drain Subtotal				$351,484.95

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 9 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 1 of 5

BLOOMFIELD HOMES

DESCRIPTION	TOTAL COST
Timberbrook Ph 9 Improvement Area 3	
Paving Subtotal	$1,560,433.16
Water Subtotal	$688,602.00
Sanitary Sewer Subtotal	$719,610.00
Storm Drain Subtotal	$492,414.50
Probable Construction Cost Sub-total	$3,461,059.66
10% Contingency	$346,105.97
Materials Testing (2%)	$69,221.19
Inspection Fees - (4%)	$138,442.39
Preliminary Plat Fees	$15,351.00
Final Plat Fees	$6,284.00
Engineering (8%) & Surveying (5%)	$449,937.76
Construction Management (5%)	$173,052.98
Probable Total Timberbrook Ph 9 Improvement Area 3	**$4,659,454.94**

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 9 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 2 of 5

BLOOMFIELD HOMES

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Paving Facilities				
1.	6" Concrete Pavement	S.Y.	20,224	$53.00	$1,071,872.00
2.	6" Lime Treated Subgrade	S.Y.	21,488	$3.50	$75,208.00
3.	Hydrated Lime at 36 lbs/S.Y.	Ton	387	$240.00	$92,828.16
4.	Barrier Free Ramps	Ea.	14	$2,250.00	$31,500.00
5.	End of Road Barricade	Ea.	62	$30.00	$1,860.00
6.	Saw Cut & Connect to Existing	L.F.	94	$50.00	$4,700.00
7.	Connect to Existing Conc. Header	L.F.	93	$35.00	$3,255.00
8.	6' Concrete Sidewalk	L.F.	290	$55.00	$15,950.00
9.	Stop Sign	Ea.	10	$350.00	$3,500.00
10.	Street Marker Blade	Ea.	20	$400.00	$8,000.00
11.	Street Lights	Ea.	12	$5,500.00	$66,000.00
12.	Street Excavation	C.Y.	29,500	$3.25	$95,875.00
13.	Clearing & Grubbing	Ac.	6.5	$1,500.00	$9,750.00
14.	4' Concrete Sidewalk	L.F.	1,669	$30.00	$50,070.00
15.	12' x 4' Concr. CBU Pad & Ramp	Ea.	1	$3,500.00	$3,500.00
16.	15' x 4' Concr. CBU Pad & Ramp	Ea.	1	$4,500.00	$4,500.00
17.	4" 3600 PSI Concrete Drive	S.Y.	367	$45.00	$16,515.00
18.	6" Thick Gravel Drive	S.Y.	222	$25.00	$5,550.00
	Paving Subtotal				$1,560,433.16

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 9 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 3 of 5

BLOOMFIELD HOMES

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Water Facilities				
1.	8" PVC Water Pipe	L.F.	3,951	$64.00	$252,864.00
2.	8" Gate Valve and Box	Ea.	18	$2,650.00	$47,700.00
3.	Standard Fire Hydrant Assembly	Ea.	11	$6,985.00	$76,835.00
4.	Ductile Iron Fittings With Restraint	Ton	1.0	$40,000.00	$40,000.00
5.	Trench Safety	L.F.	3,951	$1.00	$3,951.00
6.	2" Irrigation Water Services	Ea.	2	$2,975.00	$5,950.00
7.	Connect to Existing Stub-out	Ea.	6	$1,000.00	$6,000.00
8.	Water System Testing	L.F.	3,951	$2.00	$7,902.00
9.	1" Domestic Services - Hot Tap	Ea.	39	$2,500.00	$97,500.00
10.	1" Domestic Services	Ea.	83	$1,250.00	$103,750.00
11.	12" x 8" Cut In Tee	Ea.	1	$2,250.00	$2,250.00
12.	12" x 6" Cut In Tee	Ea.	2	$1,950.00	$3,900.00
13.	12" Gate Valve & Valve Box	Ea.	4	$5,800.00	$23,200.00
14.	Automatic Flush Assembly	Ea.	1	$2,500.00	$2,500.00
15.	4" PVC Irrigation Sleeves	L.F.	240	$45.00	$10,800.00
16.	2" Irrigation Service - Hot Tap	Ea.	1	$3,500.00	$3,500.00
	Water Subtotal				$688,602.00

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 9 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 4 of 5

BLOOMFIELD HOMES

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Sanitary Sewer Facilities				
1.	8" SDR-26 PVC Sewer Pipe	L.F.	4,644	$69.00	$320,436.00
2.	5' Dia. SSMH w/ Corrosion Protect	Ea.	6	$8,300.00	$49,800.00
3.	4' Dia. SSMH w/ Corrosion Protect	Ea.	18	$5,600.00	$100,800.00
4.	Extra Depth for 5' Dia. Manhole	V.F.	37	$615.00	$22,755.00
5.	Extra Depth for 4' Dia. Manhole	V.F.	41	$490.00	$20,090.00
6.	6" S.S. Service	Ea.	1	$1,750.00	$1,750.00
7.	4" S.S. Services	Ea.	121	$1,425.00	$172,425.00
8.	Cement Stabilized Backfill	L.F.	40	$45.00	$1,800.00
9.	Concrete Encasement	L.F.	120	$75.00	$9,000.00
10.	TV & Test Sewer Line	L.F.	4,644	$2.00	$9,288.00
11.	Trench Safety	L.F.	4,644	$1.50	$6,966.00
12.	Connect to Existing Sewer	Ea.	3	$1,500.00	$4,500.00
	Sanitary Sewer Subtotal				**$719,610.00**

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: **Timberbrook Ph 9 Improvement Area 3**
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 5 of 5

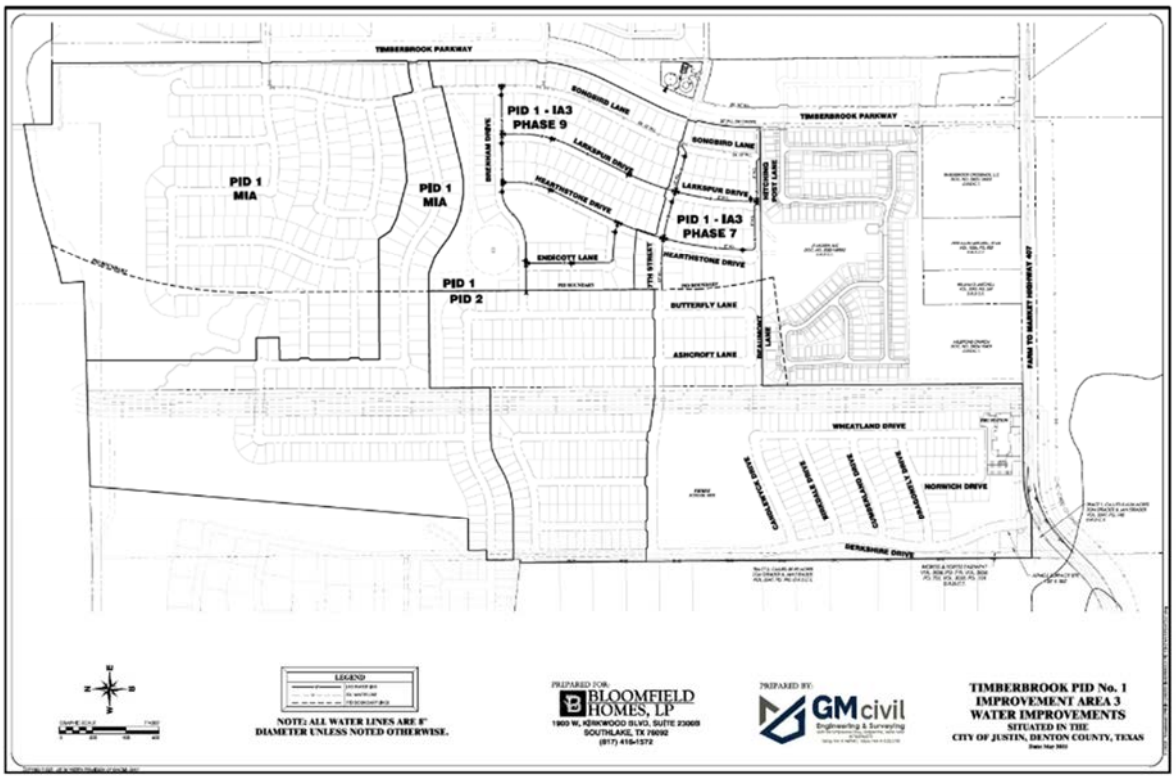
BLOOMFIELD HOMES

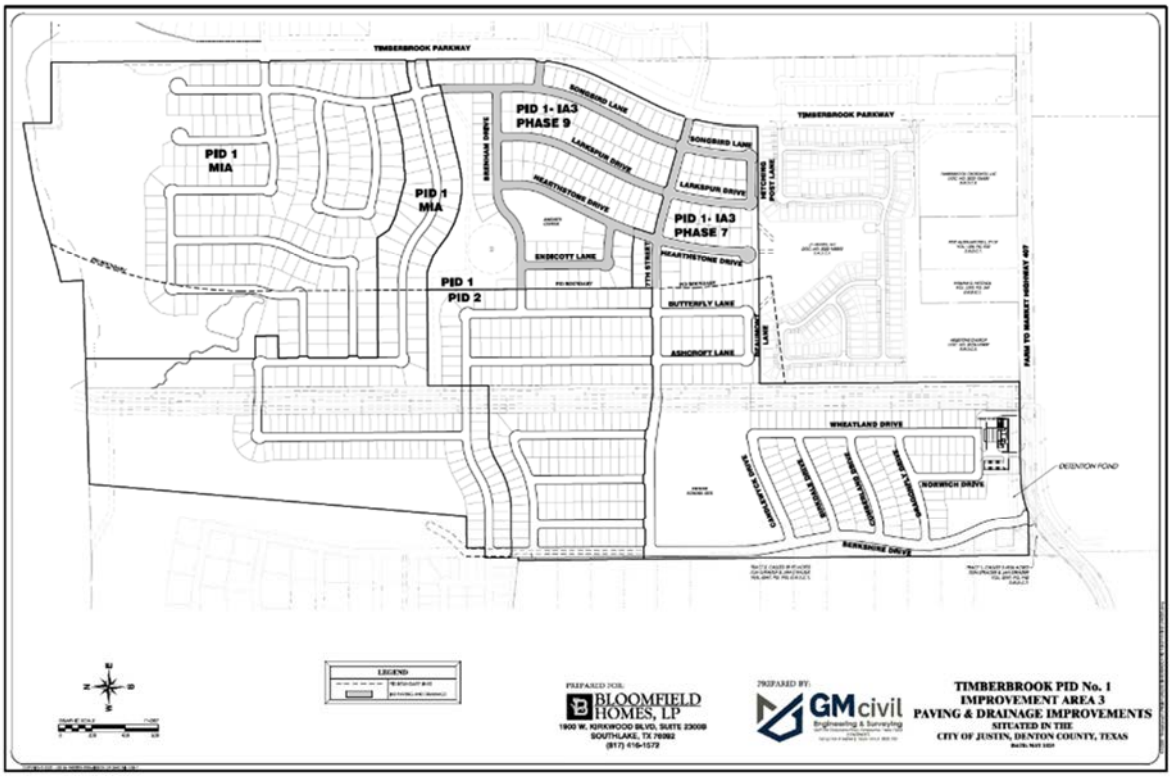
ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	Storm Drain Facilities				
1.	10' Curb Inlet	Ea.	4	$7,500.00	$30,000.00
2.	15' Curb Inlet	L.F.	2	$10,500.00	$21,000.00
3.	20' Curb Inlet	L.F.	2	$13,500.00	$27,000.00
4.	3'x3' Drop Inlet	L.F.	2	$6,500.00	$13,000.00
5.	4' Junction Box	Ea.	3	$7,500.00	$22,500.00
6.	5' Junction Box	Ea.	1	$9,500.00	$9,500.00
7.	6' Junction Box	Ea.	1	$10,500.00	$10,500.00
8.	Remove 160 LF 30" RCP & Hdwl	Ea.	1	$2,500.00	$2,500.00
9.	Remove Ex. 5' x 2' Headwall	Ea.	1	$1,500.00	$1,500.00
10.	18" R.C.P.	L.F.	16	$89.00	$1,424.00
11.	21" R.C.P.	L.F.	95	$98.00	$9,310.00
12.	24" R.C.P.	L.F.	93	$110.00	$10,230.00
13.	30" R.C.P.	L.F.	57	$148.00	$8,436.00
14.	36" R.C.P.	L.F.	503	$205.00	$103,115.00
15.	42" R.C.P.	L.F.	286	$220.00	$62,920.00
16.	5' x 2' R.C.B.	L.F.	353	$375.00	$132,375.00
17.	Trench Safety	L.F.	1,403	$1.50	$2,104.50
18.	Erosion Control	L.S.	1	$25,000.00	$25,000.00
	Storm Drain Subtotal				**$492,414.50**

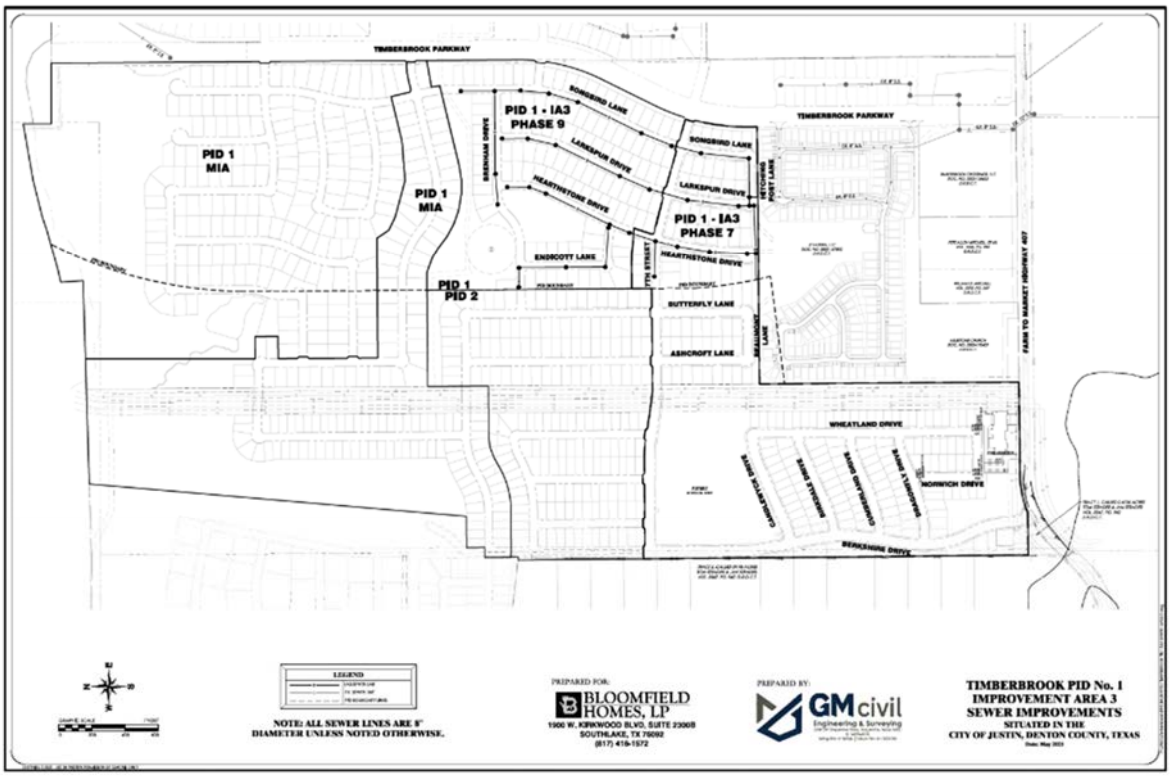
STATE OF TEXAS
JASON S. WEAVER
92057
LICENSED
PROFESSIONAL ENGINEER
05-23-25

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying


TIMBERBROOK PARKWAY
PID 1 - IA3 PHASE 9
PID 1 - IA3 PHASE 7
PID 1 MIA
PID 1 MIA
PID 1 PID 2
SONGBIRD LANE
LARKSPUR DRIVE
HEARTHSTONE DRIVE
ENDICOTT LANE
7TH STREET
BUTTERFLY LANE
ASHCROFT LANE
BELMONT LANE
WHEATLAND DRIVE
NORWICH DRIVE
BERKSHIRE DRIVE
FARM TO MARKET HIGHWAY 407
LEGEND
NOTE: ALL WATER LINES ARE 8" DIAMETER UNLESS NOTED OTHERWISE.
PREPARED FOR:
BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 23008
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
TIMBERBROOK PID No. 1
IMPROVEMENT AREA 3
WATER IMPROVEMENTS
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS


TIMBERBROOK PARKWAY
PID 1- IA3 PHASE 9
PID 1- IA3 PHASE 7
PID 1 MIA
PID 1 MIA
PID 1 PID 2
SONGBIRD LANE
LARKSPUR DRIVE
HEARTHSTONE DRIVE
ENDICOTT LANE
7TH STREET
BUTTERFLY LANE
ASHCROFT LANE
BELMONT LANE
WHEATLAND DRIVE
NORWICH DRIVE
BERKSHIRE DRIVE
FARM TO MARKET HIGHWAY 407
DETENTION POND
LEGEND
PREPARED FOR:
BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 23008
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
Engineering & Surveying
TIMBERBROOK PID No. 1
IMPROVEMENT AREA 3
PAVING & DRAINAGE IMPROVEMENTS
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS


TIMBERBROOK PARKWAY
PID 1 - IA3 PHASE 9
PID 1 MIA
PID 1 MIA
PID 1 - IA3 PHASE 7
PID 1 PID 2
SONGBIRD LANE
LARKSPUR DRIVE
HEARTHSTONE DRIVE
ENDICOTT LANE
5TH STREET
BUTTERFLY LANE
ASHCROFT LANE
BEASLEY LANE
WHEATLAND DRIVE
NORWICH DRIVE
BERKSHIRE DRIVE
FARM TO MARKET HIGHWAY 407
LEGEND
NOTE: ALL SEWER LINES ARE 8" DIAMETER UNLESS NOTED OTHERWISE.
PREPARED FOR:
BLOOMFIELD HOMES, LP
1900 W. KIRKWOOD BLVD, SUITE 2300B
SOUTHLAKE, TX 76092
(817) 416-1572
PREPARED BY:
GM civil
TIMBERBROOK PID No. 1
IMPROVEMENT AREA 3
SEWER IMPROVEMENTS
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS

APPENDIX B –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
- Improvement Area #2-A
  - Lot Type 4
  - Lot Type 5
- Improvement Area #2-B
  - Lot Type 6
  - Lot Type 7
  - Lot Type 8
  - Lot Type Commercial (per acre)
- Improvement Area #3
  - Improvement Area #3 Remainder Parcel
  - Lot Type 9
- Improvement Area #4
  - Lot Type 10
- Major Improvement Area
  - Major Improvement Area Remainder Parcel

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #1
LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $17,226.51

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 439.20	$ 867.88	$ 86.13	$ 91.27	$ 1,484.49
2027	$ 463.60	$ 847.57	$ 83.94	$ 66.08	$ 1,461.19
2028	$ 488.00	$ 826.13	$ 81.62	$ 67.40	$ 1,463.15
2029	$ 512.40	$ 803.56	$ 79.18	$ 68.75	$ 1,463.89
2030	$ 536.80	$ 777.94	$ 76.62	$ 70.12	$ 1,461.48
2031	$ 561.20	$ 751.10	$ 73.93	$ 71.52	$ 1,457.76
2032	$ 585.60	$ 723.04	$ 71.13	$ 72.95	$ 1,452.72
2033	$ 622.20	$ 693.76	$ 68.20	$ 74.41	$ 1,458.57
2034	$ 646.60	$ 662.65	$ 65.09	$ 75.90	$ 1,450.24
2035	$ 683.20	$ 630.32	$ 61.85	$ 77.42	$ 1,452.80
2036	$ 719.80	$ 596.16	$ 58.44	$ 78.97	$ 1,453.37
2037	$ 756.41	$ 560.17	$ 54.84	$ 80.55	$ 1,451.96
2038	$ 793.01	$ 522.35	$ 51.06	$ 82.16	$ 1,448.57
2039	$ 841.81	$ 482.70	$ 47.09	$ 83.80	$ 1,455.40
2040	$ 890.61	$ 439.55	$ 42.88	$ 85.48	$ 1,458.52
2041	$ 939.41	$ 393.91	$ 38.43	$ 87.19	$ 1,458.93
2042	$ 988.21	$ 345.77	$ 33.73	$ 88.93	$ 1,456.64
2043	$ 1,037.01	$ 295.12	$ 28.79	$ 90.71	$ 1,451.63
2044	$ 1,098.01	$ 241.97	$ 23.61	$ 92.52	$ 1,456.11
2045	$ 1,146.81	$ 185.70	$ 18.12	$ 94.37	$ 1,445.00
2046	$ 1,207.81	$ 126.93	$ 12.38	$ 96.26	$ 1,443.38
2047	$ 1,268.81	$ 65.03	$ 6.34	$ 98.19	$ 1,438.37
Total	**$ 17,226.51**	**$ 11,839.28**	**$ 1,163.40**	**$ 1,794.95**	**$ 32,024.14**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #1
LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: $20,097.60

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 512.40	$ 1,012.53	$ 100.49	$ 106.49	$ 1,731.91
2027	$ 540.87	$ 988.83	$ 97.93	$ 77.09	$ 1,704.72
2028	$ 569.34	$ 963.82	$ 95.22	$ 78.63	$ 1,707.01
2029	$ 597.80	$ 937.48	$ 92.37	$ 80.20	$ 1,707.87
2030	$ 626.27	$ 907.59	$ 89.39	$ 81.81	$ 1,705.06
2031	$ 654.74	$ 876.28	$ 86.25	$ 83.44	$ 1,700.72
2032	$ 683.20	$ 843.54	$ 82.98	$ 85.11	$ 1,694.84
2033	$ 725.90	$ 809.38	$ 79.56	$ 86.82	$ 1,701.67
2034	$ 754.37	$ 773.09	$ 75.94	$ 88.55	$ 1,691.95
2035	$ 797.07	$ 735.37	$ 72.16	$ 90.32	$ 1,694.93
2036	$ 839.77	$ 695.52	$ 68.18	$ 92.13	$ 1,695.60
2037	$ 882.47	$ 653.53	$ 63.98	$ 93.97	$ 1,693.95
2038	$ 925.17	$ 609.40	$ 59.57	$ 95.85	$ 1,689.99
2039	$ 982.11	$ 563.15	$ 54.94	$ 97.77	$ 1,697.96
2040	$ 1,039.04	$ 512.81	$ 50.03	$ 99.72	$ 1,701.61
2041	$ 1,095.97	$ 459.56	$ 44.84	$ 101.72	$ 1,702.09
2042	$ 1,152.91	$ 403.39	$ 39.36	$ 103.75	$ 1,699.41
2043	$ 1,209.84	$ 344.31	$ 33.59	$ 105.83	$ 1,693.57
2044	$ 1,281.01	$ 282.30	$ 27.54	$ 107.94	$ 1,698.80
2045	$ 1,337.94	$ 216.65	$ 21.14	$ 110.10	$ 1,685.83
2046	$ 1,409.11	$ 148.08	$ 14.45	$ 112.30	$ 1,683.94
2047	$ 1,480.28	$ 75.86	$ 7.40	$ 114.55	$ 1,678.09
Total	**$ 20,097.60**	**$ 13,812.49**	**$ 1,357.30**	**$ 2,094.11**	**$ 37,361.50**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #1
LOT TYPE 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: $22,968.69

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 585.60	$ 1,157.18	$ 114.84	$ 121.70	$ 1,979.32
2027	$ 618.14	$ 1,130.09	$ 111.92	$ 88.10	$ 1,948.25
2028	$ 650.67	$ 1,101.50	$ 108.82	$ 89.86	$ 1,950.86
2029	$ 683.20	$ 1,071.41	$ 105.57	$ 91.66	$ 1,951.85
2030	$ 715.74	$ 1,037.25	$ 102.16	$ 93.49	$ 1,948.64
2031	$ 748.27	$ 1,001.46	$ 98.58	$ 95.36	$ 1,943.68
2032	$ 780.81	$ 964.05	$ 94.84	$ 97.27	$ 1,936.96
2033	$ 829.61	$ 925.01	$ 90.93	$ 99.22	$ 1,944.76
2034	$ 862.14	$ 883.53	$ 86.78	$ 101.20	$ 1,933.65
2035	$ 910.94	$ 840.42	$ 82.47	$ 103.23	$ 1,937.06
2036	$ 959.74	$ 794.88	$ 77.92	$ 105.29	$ 1,937.82
2037	$ 1,008.54	$ 746.89	$ 73.12	$ 107.40	$ 1,935.94
2038	$ 1,057.34	$ 696.46	$ 68.08	$ 109.54	$ 1,931.42
2039	$ 1,122.41	$ 643.59	$ 62.79	$ 111.73	$ 1,940.53
2040	$ 1,187.47	$ 586.07	$ 57.18	$ 113.97	$ 1,944.69
2041	$ 1,252.54	$ 525.21	$ 51.24	$ 116.25	$ 1,945.24
2042	$ 1,317.61	$ 461.02	$ 44.98	$ 118.57	$ 1,942.18
2043	$ 1,382.68	$ 393.49	$ 38.39	$ 120.95	$ 1,935.50
2044	$ 1,464.01	$ 322.63	$ 31.48	$ 123.36	$ 1,941.48
2045	$ 1,529.08	$ 247.60	$ 24.16	$ 125.83	$ 1,926.67
2046	$ 1,610.41	$ 169.24	$ 16.51	$ 128.35	$ 1,924.51
2047	$ 1,691.74	$ 86.70	$ 8.46	$ 130.92	$ 1,917.82
Total	**$ 22,968.69**	**$ 15,785.71**	**$ 1,551.20**	**$ 2,393.26**	**$ 42,698.86**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-A
LOT TYPE 4 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2-A LOT TYPE 4 PRINCIPAL ASSESSMENT: $34,171.58

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-A - LOT TYPE 4

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 143.78	$ 321.31	$ 29.67	$ 33.17	$ 631.83	$ 1,030.04	$ 141.19	$ 68.35	$ 2,399.35
2027	$ 153.37	$ 314.12	$ 28.95	$ 24.22	$ 643.99	$ 1,014.25	$ 138.03	$ 83.13	$ 2,400.05
2028	$ 162.95	$ 306.45	$ 28.18	$ 24.70	$ 656.14	$ 994.93	$ 134.81	$ 84.80	$ 2,392.96
2029	$ 167.75	$ 298.31	$ 27.37	$ 25.20	$ 692.59	$ 975.24	$ 131.53	$ 86.49	$ 2,404.47
2030	$ 177.33	$ 289.29	$ 26.53	$ 25.70	$ 704.74	$ 954.47	$ 128.07	$ 88.22	$ 2,394.34
2031	$ 191.71	$ 279.76	$ 25.64	$ 26.21	$ 729.04	$ 933.32	$ 124.54	$ 89.99	$ 2,400.22
2032	$ 201.30	$ 269.45	$ 24.68	$ 26.74	$ 753.34	$ 911.45	$ 120.90	$ 91.79	$ 2,399.65
2033	$ 210.88	$ 258.63	$ 23.68	$ 27.27	$ 777.64	$ 886.03	$ 117.13	$ 93.62	$ 2,394.89
2034	$ 225.26	$ 247.30	$ 22.62	$ 27.82	$ 814.09	$ 859.78	$ 113.24	$ 95.49	$ 2,405.61
2035	$ 230.05	$ 235.19	$ 21.50	$ 28.38	$ 838.40	$ 832.31	$ 109.17	$ 97.40	$ 2,392.39
2036	$ 244.43	$ 222.83	$ 20.35	$ 28.94	$ 874.85	$ 804.01	$ 104.98	$ 99.35	$ 2,399.74
2037	$ 258.81	$ 209.69	$ 19.12	$ 29.52	$ 899.15	$ 774.48	$ 100.61	$ 101.34	$ 2,392.72
2038	$ 273.19	$ 195.78	$ 17.83	$ 30.11	$ 935.60	$ 744.14	$ 96.11	$ 103.37	$ 2,396.12
2039	$ 287.57	$ 181.09	$ 16.46	$ 30.71	$ 972.05	$ 712.56	$ 91.43	$ 105.43	$ 2,397.32
2040	$ 306.74	$ 165.28	$ 15.03	$ 31.33	$ 1,008.51	$ 679.75	$ 86.57	$ 107.54	$ 2,400.74
2041	$ 325.91	$ 148.41	$ 13.49	$ 31.96	$ 1,044.96	$ 645.72	$ 81.53	$ 109.69	$ 2,401.66
2042	$ 345.08	$ 130.48	$ 11.86	$ 32.59	$ 1,081.41	$ 610.45	$ 76.31	$ 111.89	$ 2,400.07
2043	$ 364.25	$ 111.50	$ 10.14	$ 33.25	$ 1,130.01	$ 567.19	$ 70.90	$ 114.12	$ 2,401.36
2044	$ 383.42	$ 91.47	$ 8.32	$ 33.91	$ 1,178.61	$ 521.99	$ 65.25	$ 116.41	$ 2,399.38
2045	$ 402.59	$ 70.38	$ 6.40	$ 34.59	$ 1,239.37	$ 474.85	$ 59.36	$ 118.73	$ 2,406.27
2046	$ 426.55	$ 48.24	$ 4.39	$ 35.28	$ 1,287.97	$ 425.27	$ 53.16	$ 121.11	$ 2,401.97
2047	$ 450.52	$ 24.78	$ 2.25	$ 35.99	$ 1,348.72	$ 373.75	$ 46.72	$ 123.53	$ 2,406.27
2048	$ -	$ -	$ -	$ -	$ 1,871.20	$ 319.81	$ 39.98	$ 126.00	$ 2,356.99
2049	$ -	$ -	$ -	$ -	$ 1,956.26	$ 244.96	$ 30.62	$ 128.52	$ 2,360.36
2050	$ -	$ -	$ -	$ -	$ 2,041.31	$ 166.71	$ 20.84	$ 131.09	$ 2,359.95
2051	$ -	$ -	$ -	$ -	$ 2,126.37	$ 85.05	$ 10.63	$ 133.71	$ 2,355.77
Total	**$ 5,933.42**	**$ 4,419.75**	**$ 404.44**	**$ 657.59**	**$ 28,238.15**	**$ 17,542.51**	**$ 2,293.62**	**$ 2,731.14**	**$ 62,220.63**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-A
LOT TYPE 5 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #2-A LOT TYPE 5 PRINCIPAL ASSESSMENT: $35,588.74

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-A - LOT TYPE 5

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 158.16	$ 353.44	$ 32.63	$ 36.48	$ 695.02	$ 1,133.05	$ 155.31	$ 75.19	$ 2,639.28
2027	$ 168.70	$ 345.54	$ 31.84	$ 26.64	$ 708.38	$ 1,115.67	$ 151.83	$ 91.45	$ 2,640.06
2028	$ 179.25	$ 337.10	$ 31.00	$ 27.17	$ 721.75	$ 1,094.42	$ 148.29	$ 93.28	$ 2,632.26
2029	$ 184.52	$ 328.14	$ 30.10	$ 27.72	$ 761.85	$ 1,072.77	$ 144.68	$ 95.14	$ 2,644.92
2030	$ 195.06	$ 318.22	$ 29.18	$ 28.27	$ 775.21	$ 1,049.91	$ 140.87	$ 97.04	$ 2,633.78
2031	$ 210.88	$ 307.73	$ 28.21	$ 28.84	$ 801.94	$ 1,026.66	$ 137.00	$ 98.98	$ 2,640.24
2032	$ 221.43	$ 296.40	$ 27.15	$ 29.41	$ 828.68	$ 1,002.60	$ 132.99	$ 100.96	$ 2,639.61
2033	$ 231.97	$ 284.50	$ 26.04	$ 30.00	$ 855.41	$ 974.63	$ 128.85	$ 102.98	$ 2,634.38
2034	$ 247.79	$ 272.03	$ 24.88	$ 30.60	$ 895.50	$ 945.76	$ 124.57	$ 105.04	$ 2,646.18
2035	$ 253.06	$ 258.71	$ 23.65	$ 31.21	$ 922.24	$ 915.54	$ 120.09	$ 107.14	$ 2,631.63
2036	$ 268.87	$ 245.11	$ 22.38	$ 31.84	$ 962.33	$ 884.41	$ 115.48	$ 109.29	$ 2,639.71
2037	$ 284.69	$ 230.66	$ 21.04	$ 32.47	$ 989.06	$ 851.93	$ 110.67	$ 111.47	$ 2,631.99
2038	$ 300.51	$ 215.36	$ 19.61	$ 33.12	$ 1,029.16	$ 818.55	$ 105.72	$ 113.70	$ 2,635.73
2039	$ 316.32	$ 199.20	$ 18.11	$ 33.79	$ 1,069.26	$ 783.82	$ 100.58	$ 115.98	$ 2,637.05
2040	$ 337.41	$ 181.81	$ 16.53	$ 34.46	$ 1,109.36	$ 747.73	$ 95.23	$ 118.30	$ 2,640.82
2041	$ 358.50	$ 163.25	$ 14.84	$ 35.15	$ 1,149.45	$ 710.29	$ 89.68	$ 120.66	$ 2,641.83
2042	$ 379.59	$ 143.53	$ 13.05	$ 35.85	$ 1,189.55	$ 671.49	$ 83.94	$ 123.08	$ 2,640.08
2043	$ 400.67	$ 122.65	$ 11.15	$ 36.57	$ 1,243.01	$ 623.91	$ 77.99	$ 125.54	$ 2,641.50
2044	$ 421.76	$ 100.62	$ 9.15	$ 37.30	$ 1,296.48	$ 574.19	$ 71.77	$ 128.05	$ 2,639.32
2045	$ 442.85	$ 77.42	$ 7.04	$ 38.05	$ 1,363.30	$ 522.33	$ 65.29	$ 130.61	$ 2,646.89
2046	$ 469.21	$ 53.06	$ 4.82	$ 38.81	$ 1,416.77	$ 467.80	$ 58.48	$ 133.22	$ 2,642.17
2047	$ 495.57	$ 27.26	$ 2.48	$ 39.59	$ 1,483.60	$ 411.13	$ 51.39	$ 135.88	$ 2,646.89
2048	$ -	$ -	$ -	$ -	$ 2,058.32	$ 351.79	$ 43.97	$ 138.60	$ 2,592.69
2049	$ -	$ -	$ -	$ -	$ 2,151.88	$ 269.45	$ 33.68	$ 141.37	$ 2,596.39
2050	$ -	$ -	$ -	$ -	$ 2,245.44	$ 183.38	$ 22.92	$ 144.20	$ 2,595.95
2051	$ -	$ -	$ -	$ -	$ 2,339.00	$ 93.56	$ 11.70	$ 147.09	$ 2,591.35
Total	**$ 6,526.77**	**$ 4,861.73**	**$ 444.88**	**$ 723.34**	**$ 31,061.97**	**$ 19,296.76**	**$ 2,522.98**	**$ 3,004.25**	**$ 68,442.69**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B
LOT TYPE 6 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE 6 PRINCIPAL ASSESSMENT: $31,333.44

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE 6

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 129.40	$ 289.18	$ 26.70	$ 29.85	$ 581.25	$ 947.83	$ 129.97	$ 63.89	$ 2,198.07
2027	$ 138.03	$ 282.71	$ 26.05	$ 21.80	$ 594.27	$ 933.30	$ 127.06	$ 77.70	$ 2,200.93
2028	$ 146.66	$ 275.81	$ 25.36	$ 22.23	$ 612.18	$ 915.48	$ 124.09	$ 79.26	$ 2,201.07
2029	$ 150.97	$ 268.48	$ 24.63	$ 22.68	$ 634.98	$ 897.11	$ 121.03	$ 80.84	$ 2,200.71
2030	$ 159.60	$ 260.36	$ 23.88	$ 23.13	$ 656.14	$ 878.06	$ 117.85	$ 82.46	$ 2,201.48
2031	$ 172.54	$ 251.78	$ 23.08	$ 23.59	$ 672.42	$ 858.38	$ 114.57	$ 84.11	$ 2,200.48
2032	$ 181.17	$ 242.51	$ 22.21	$ 24.06	$ 695.22	$ 838.20	$ 111.21	$ 85.79	$ 2,200.38
2033	$ 189.79	$ 232.77	$ 21.31	$ 24.55	$ 724.52	$ 814.74	$ 107.73	$ 87.51	$ 2,202.93
2034	$ 202.73	$ 222.57	$ 20.36	$ 25.04	$ 747.32	$ 790.29	$ 104.11	$ 89.26	$ 2,201.68
2035	$ 207.05	$ 211.67	$ 19.35	$ 25.54	$ 776.63	$ 765.07	$ 100.38	$ 91.04	$ 2,196.71
2036	$ 219.99	$ 200.54	$ 18.31	$ 26.05	$ 804.30	$ 738.85	$ 96.49	$ 92.86	$ 2,197.41
2037	$ 232.93	$ 188.72	$ 17.21	$ 26.57	$ 835.24	$ 711.71	$ 92.47	$ 94.72	$ 2,199.57
2038	$ 245.87	$ 176.20	$ 16.05	$ 27.10	$ 864.55	$ 683.52	$ 88.29	$ 96.62	$ 2,198.19
2039	$ 258.81	$ 162.99	$ 14.82	$ 27.64	$ 898.74	$ 654.34	$ 83.97	$ 98.55	$ 2,199.85
2040	$ 276.06	$ 148.75	$ 13.52	$ 28.20	$ 928.04	$ 624.01	$ 79.48	$ 100.52	$ 2,198.58
2041	$ 293.32	$ 133.57	$ 12.14	$ 28.76	$ 962.23	$ 592.69	$ 74.84	$ 102.53	$ 2,200.07
2042	$ 310.57	$ 117.43	$ 10.68	$ 29.33	$ 996.42	$ 560.21	$ 70.03	$ 104.58	$ 2,199.26
2043	$ 327.83	$ 100.35	$ 9.12	$ 29.92	$ 1,040.38	$ 520.36	$ 65.04	$ 106.67	$ 2,199.68
2044	$ 345.08	$ 82.32	$ 7.48	$ 30.52	$ 1,087.60	$ 478.74	$ 59.84	$ 108.80	$ 2,200.39
2045	$ 362.33	$ 63.34	$ 5.76	$ 31.13	$ 1,133.19	$ 435.24	$ 54.40	$ 110.98	$ 2,196.38
2046	$ 383.90	$ 43.42	$ 3.95	$ 31.75	$ 1,182.03	$ 389.91	$ 48.74	$ 113.20	$ 2,196.90
2047	$ 405.47	$ 22.30	$ 2.03	$ 32.39	$ 1,234.13	$ 342.63	$ 42.83	$ 115.46	$ 2,197.24
2048	$ -	$ -	$ -	$ -	$ 1,719.32	$ 293.26	$ 36.66	$ 117.77	$ 2,167.01
2049	$ -	$ -	$ -	$ -	$ 1,792.59	$ 224.49	$ 28.06	$ 120.13	$ 2,165.27
2050	$ -	$ -	$ -	$ -	$ 1,869.11	$ 152.79	$ 19.10	$ 122.53	$ 2,163.53
2051	$ -	$ -	$ -	$ -	$ 1,950.52	$ 78.02	$ 9.75	$ 124.98	$ 2,163.27
Total	**$ 5,340.10**	**$ 3,977.79**	**$ 363.99**	**$ 591.83**	**$ 25,993.34**	**$ 16,119.21**	**$ 2,108.00**	**$ 2,552.78**	**$ 57,047.04**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B
LOT TYPE 7 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE 7 PRINCIPAL ASSESSMENT: $34,814.93

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE 7

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 143.78	$ 321.31	$ 29.67	$ 33.17	$ 645.83	$ 1,053.15	$ 144.41	$ 70.99	$ 2,442.30
2027	$ 153.37	$ 314.12	$ 28.95	$ 24.22	$ 660.30	$ 1,037.00	$ 141.18	$ 86.34	$ 2,445.48
2028	$ 162.95	$ 306.46	$ 28.18	$ 24.70	$ 680.20	$ 1,017.20	$ 137.88	$ 88.06	$ 2,445.63
2029	$ 167.75	$ 298.31	$ 27.37	$ 25.20	$ 705.53	$ 996.79	$ 134.48	$ 89.83	$ 2,445.24
2030	$ 177.33	$ 289.29	$ 26.53	$ 25.70	$ 729.05	$ 975.62	$ 130.95	$ 91.62	$ 2,446.09
2031	$ 191.71	$ 279.76	$ 25.64	$ 26.21	$ 747.14	$ 953.75	$ 127.30	$ 93.46	$ 2,444.97
2032	$ 201.30	$ 269.46	$ 24.68	$ 26.74	$ 772.46	$ 931.34	$ 123.57	$ 95.32	$ 2,444.87
2033	$ 210.88	$ 258.64	$ 23.68	$ 27.27	$ 805.03	$ 905.27	$ 119.70	$ 97.23	$ 2,447.70
2034	$ 225.26	$ 247.30	$ 22.62	$ 27.82	$ 830.35	$ 878.10	$ 115.68	$ 99.18	$ 2,446.31
2035	$ 230.05	$ 235.19	$ 21.50	$ 28.38	$ 862.92	$ 850.07	$ 111.53	$ 101.16	$ 2,440.79
2036	$ 244.43	$ 222.83	$ 20.35	$ 28.94	$ 893.67	$ 820.95	$ 107.21	$ 103.18	$ 2,441.56
2037	$ 258.81	$ 209.69	$ 19.12	$ 29.52	$ 928.04	$ 790.79	$ 102.75	$ 105.25	$ 2,443.96
2038	$ 273.19	$ 195.78	$ 17.83	$ 30.11	$ 960.61	$ 759.47	$ 98.10	$ 107.35	$ 2,442.43
2039	$ 287.57	$ 181.09	$ 16.46	$ 30.71	$ 998.60	$ 727.05	$ 93.30	$ 109.50	$ 2,444.28
2040	$ 306.74	$ 165.28	$ 15.03	$ 31.33	$ 1,031.16	$ 693.34	$ 88.31	$ 111.69	$ 2,442.87
2041	$ 325.91	$ 148.41	$ 13.49	$ 31.96	$ 1,069.15	$ 658.54	$ 83.15	$ 113.92	$ 2,444.53
2042	$ 345.08	$ 130.48	$ 11.86	$ 32.59	$ 1,107.14	$ 622.46	$ 77.81	$ 116.20	$ 2,443.62
2043	$ 364.25	$ 111.50	$ 10.14	$ 33.25	$ 1,155.98	$ 578.17	$ 72.27	$ 118.52	$ 2,444.09
2044	$ 383.42	$ 91.47	$ 8.32	$ 33.91	$ 1,208.45	$ 531.93	$ 66.49	$ 120.89	$ 2,444.88
2045	$ 402.59	$ 70.38	$ 6.40	$ 34.59	$ 1,259.10	$ 483.60	$ 60.45	$ 123.31	$ 2,440.42
2046	$ 426.56	$ 48.24	$ 4.39	$ 35.28	$ 1,313.37	$ 433.23	$ 54.15	$ 125.78	$ 2,441.00
2047	$ 450.52	$ 24.78	$ 2.25	$ 35.99	$ 1,371.26	$ 380.70	$ 47.59	$ 128.29	$ 2,441.38
2048	$ -	$ -	$ -	$ -	$ 1,910.36	$ 325.85	$ 40.73	$ 130.86	$ 2,407.79
2049	$ -	$ -	$ -	$ -	$ 1,991.76	$ 249.43	$ 31.18	$ 133.48	$ 2,405.85
2050	$ -	$ -	$ -	$ -	$ 2,076.79	$ 169.76	$ 21.22	$ 136.15	$ 2,403.92
2051	$ -	$ -	$ -	$ -	$ 2,167.24	$ 86.69	$ 10.84	$ 138.87	$ 2,403.64
Total	**$ 5,933.44**	**$ 4,419.77**	**$ 404.44**	**$ 657.59**	**$ 28,881.49**	**$ 17,910.24**	**$ 2,342.22**	**$ 2,836.42**	**$ 63,385.60**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B
LOT TYPE 8 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE 8 PRINCIPAL ASSESSMENT: $38,296.42

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE 8

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 158.16	$ 353.44	$ 32.63	$ 36.48	$ 710.41	$ 1,158.46	$ 158.85	$ 78.09	$ 2,686.54
2027	$ 168.71	$ 345.54	$ 31.84	$ 26.64	$ 726.33	$ 1,140.70	$ 155.30	$ 94.97	$ 2,690.03
2028	$ 179.25	$ 337.10	$ 31.00	$ 27.17	$ 748.22	$ 1,118.91	$ 151.66	$ 96.87	$ 2,690.20
2029	$ 184.52	$ 328.14	$ 30.10	$ 27.72	$ 776.08	$ 1,096.47	$ 147.92	$ 98.81	$ 2,689.76
2030	$ 195.07	$ 318.22	$ 29.18	$ 28.27	$ 801.95	$ 1,073.19	$ 144.04	$ 100.78	$ 2,690.70
2031	$ 210.88	$ 307.74	$ 28.21	$ 28.84	$ 821.85	$ 1,049.13	$ 140.03	$ 102.80	$ 2,689.47
2032	$ 221.43	$ 296.40	$ 27.15	$ 29.41	$ 849.71	$ 1,024.47	$ 135.92	$ 104.86	$ 2,689.35
2033	$ 231.97	$ 284.50	$ 26.04	$ 30.00	$ 885.53	$ 995.79	$ 131.68	$ 106.95	$ 2,692.47
2034	$ 247.79	$ 272.03	$ 24.88	$ 30.60	$ 913.39	$ 965.91	$ 127.25	$ 109.09	$ 2,690.94
2035	$ 253.06	$ 258.71	$ 23.65	$ 31.21	$ 949.21	$ 935.08	$ 122.68	$ 111.27	$ 2,684.87
2036	$ 268.87	$ 245.11	$ 22.38	$ 31.84	$ 983.04	$ 903.04	$ 117.93	$ 113.50	$ 2,685.72
2037	$ 284.69	$ 230.66	$ 21.04	$ 32.47	$ 1,020.85	$ 869.87	$ 113.02	$ 115.77	$ 2,688.36
2038	$ 300.51	$ 215.36	$ 19.61	$ 33.12	$ 1,056.67	$ 835.41	$ 107.92	$ 118.09	$ 2,686.68
2039	$ 316.32	$ 199.20	$ 18.11	$ 33.79	$ 1,098.46	$ 799.75	$ 102.63	$ 120.45	$ 2,688.71
2040	$ 337.41	$ 181.81	$ 16.53	$ 34.46	$ 1,134.27	$ 762.68	$ 97.14	$ 122.86	$ 2,687.15
2041	$ 358.50	$ 163.25	$ 14.84	$ 35.15	$ 1,176.06	$ 724.40	$ 91.47	$ 125.31	$ 2,688.98
2042	$ 379.59	$ 143.53	$ 13.05	$ 35.85	$ 1,217.85	$ 684.70	$ 85.59	$ 127.82	$ 2,687.98
2043	$ 400.68	$ 122.65	$ 11.15	$ 36.57	$ 1,271.58	$ 635.99	$ 79.50	$ 130.38	$ 2,688.50
2044	$ 421.76	$ 100.62	$ 9.15	$ 37.30	$ 1,329.29	$ 585.13	$ 73.14	$ 132.98	$ 2,689.37
2045	$ 442.85	$ 77.42	$ 7.04	$ 38.05	$ 1,385.01	$ 531.95	$ 66.49	$ 135.64	$ 2,684.46
2046	$ 469.21	$ 53.06	$ 4.82	$ 38.81	$ 1,444.71	$ 476.55	$ 59.57	$ 138.36	$ 2,685.10
2047	$ 495.57	$ 27.26	$ 2.48	$ 39.59	$ 1,508.39	$ 418.77	$ 52.35	$ 141.12	$ 2,685.51
2048	$ -	$ -	$ -	$ -	$ 2,101.39	$ 358.43	$ 44.80	$ 143.95	$ 2,648.57
2049	$ -	$ -	$ -	$ -	$ 2,190.94	$ 274.38	$ 34.30	$ 146.82	$ 2,646.44
2050	$ -	$ -	$ -	$ -	$ 2,284.47	$ 186.74	$ 23.34	$ 149.76	$ 2,644.31
2051	$ -	$ -	$ -	$ -	$ 2,383.97	$ 95.36	$ 11.92	$ 152.76	$ 2,644.00
Total	**$ 6,526.79**	**$ 4,861.74**	**$ 444.88**	**$ 723.35**	**$ 31,769.64**	**$ 19,701.26**	**$ 2,576.44**	**$ 3,120.06**	**$ 69,724.16**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B
LOT TYPE COMMERCIAL (PER ACRE) – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE COMMERCIAL (PER ACRE) PRINCIPAL ASSESSMENT: $130,555.98

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE COMMERCIAL (PER ACRE)

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #2 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2026	$ 539.19	$ 1,204.92	$ 111.25	$ 124.37	$ 2,421.87	$ 3,949.31	$ 541.53	$ 266.20	$ 9,158.64
2027	$ 575.13	$ 1,177.96	$ 108.56	$ 90.82	$ 2,476.14	$ 3,888.77	$ 529.42	$ 323.77	$ 9,170.56
2028	$ 611.08	$ 1,149.21	$ 105.68	$ 92.63	$ 2,550.76	$ 3,814.48	$ 517.04	$ 330.24	$ 9,171.12
2029	$ 629.05	$ 1,118.65	$ 102.63	$ 94.49	$ 2,645.74	$ 3,737.96	$ 504.28	$ 336.85	$ 9,169.64
2030	$ 665.00	$ 1,084.84	$ 99.48	$ 96.38	$ 2,733.93	$ 3,658.59	$ 491.06	$ 343.58	$ 9,172.85
2031	$ 718.91	$ 1,049.10	$ 96.15	$ 98.30	$ 2,801.77	$ 3,576.57	$ 477.39	$ 350.46	$ 9,168.65
2032	$ 754.86	$ 1,010.46	$ 92.56	$ 100.27	$ 2,896.74	$ 3,492.52	$ 463.38	$ 357.47	$ 9,168.25
2033	$ 790.81	$ 969.88	$ 88.79	$ 102.28	$ 3,018.85	$ 3,394.75	$ 448.89	$ 364.61	$ 9,178.86
2034	$ 844.72	$ 927.38	$ 84.83	$ 104.32	$ 3,113.83	$ 3,292.86	$ 433.80	$ 371.91	$ 9,173.65
2035	$ 862.70	$ 881.97	$ 80.61	$ 106.41	$ 3,235.94	$ 3,187.77	$ 418.23	$ 379.35	$ 9,152.97
2036	$ 916.62	$ 835.60	$ 76.29	$ 108.54	$ 3,351.27	$ 3,078.56	$ 402.05	$ 386.93	$ 9,155.86
2037	$ 970.53	$ 786.34	$ 71.71	$ 110.71	$ 3,480.16	$ 2,965.45	$ 385.29	$ 394.67	$ 9,164.87
2038	$ 1,024.45	$ 734.17	$ 66.86	$ 112.92	$ 3,602.27	$ 2,848.00	$ 367.89	$ 402.56	$ 9,159.13
2039	$ 1,078.37	$ 679.10	$ 61.74	$ 115.18	$ 3,744.73	$ 2,726.42	$ 349.88	$ 410.62	$ 9,166.05
2040	$ 1,150.26	$ 619.79	$ 56.34	$ 117.48	$ 3,866.84	$ 2,600.04	$ 331.16	$ 418.83	$ 9,160.75
2041	$ 1,222.15	$ 556.53	$ 50.59	$ 119.83	$ 4,009.31	$ 2,469.53	$ 311.82	$ 427.20	$ 9,166.98
2042	$ 1,294.05	$ 489.31	$ 44.48	$ 122.23	$ 4,151.77	$ 2,334.22	$ 291.78	$ 435.75	$ 9,163.58
2043	$ 1,365.94	$ 418.14	$ 38.01	$ 124.67	$ 4,334.94	$ 2,168.15	$ 271.02	$ 444.46	$ 9,165.33
2044	$ 1,437.83	$ 343.01	$ 31.18	$ 127.17	$ 4,531.67	$ 1,994.75	$ 249.34	$ 453.35	$ 9,168.31
2045	$ 1,509.72	$ 263.93	$ 23.99	$ 129.71	$ 4,721.62	$ 1,813.48	$ 226.69	$ 462.42	$ 9,151.56
2046	$ 1,599.58	$ 180.90	$ 16.45	$ 132.30	$ 4,925.14	$ 1,624.62	$ 203.08	$ 471.67	$ 9,153.73
2047	$ 1,689.45	$ 92.92	$ 8.45	$ 134.95	$ 5,142.23	$ 1,427.61	$ 178.45	$ 481.10	$ 9,155.16
2048	$ -	$ -	$ -	$ -	$ 7,163.84	$ 1,221.92	$ 152.74	$ 490.72	$ 9,029.23
2049	$ -	$ -	$ -	$ -	$ 7,469.12	$ 935.37	$ 116.92	$ 500.54	$ 9,021.94
2050	$ -	$ -	$ -	$ -	$ 7,787.96	$ 636.60	$ 79.58	$ 510.55	$ 9,014.69
2051	$ -	$ -	$ -	$ -	$ 8,127.16	$ 325.09	$ 40.64	$ 520.76	$ 9,013.64
Total	**$ 22,250.40**	**$ 16,574.12**	**$ 1,516.64**	**$ 2,465.95**	**$ 108,305.58**	**$ 67,163.39**	**$ 8,783.33**	**$ 10,636.57**	**$ 237,696.00**

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #3
REMAINDER PARCEL – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #3 REMAINDER PARCEL PRINCIPAL ASSESSMENT: $5,224,214.26

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 REMAINDER PARCEL

Annual Installment Due 1/31	Major Improvement Area Bond				Improvement Area #3 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest[a]	Additional Interest	Administrative Expenses	Annual Installment[b]
2026	$ 15,886.17	$ 35,500.96	$ 3,277.85	$ 3,664.44	$ 67,301.78	$ 266,504.29	$ 22,843.22	$ 28,639.05	$ 443,617.76
2027	$ 16,945.25	$ 34,706.65	$ 3,198.42	$ 2,675.78	$ 52,982.25	$ 281,333.95	$ 22,506.72	$ 29,211.83	$ 443,560.84
2028	$ 18,004.33	$ 33,859.39	$ 3,113.69	$ 2,729.30	$ 55,846.15	$ 278,022.56	$ 22,241.80	$ 29,796.07	$ 443,613.29
2029	$ 18,533.87	$ 32,959.17	$ 3,023.67	$ 2,783.88	$ 59,426.04	$ 274,532.17	$ 21,962.57	$ 30,391.99	$ 443,613.36
2030	$ 19,592.94	$ 31,962.97	$ 2,931.00	$ 2,839.56	$ 63,005.92	$ 270,818.05	$ 21,665.44	$ 30,999.83	$ 443,815.72
2031	$ 21,181.56	$ 30,909.85	$ 2,833.03	$ 2,896.35	$ 65,869.82	$ 266,880.18	$ 21,350.41	$ 31,619.83	$ 443,541.05
2032	$ 22,240.64	$ 29,771.34	$ 2,727.13	$ 2,954.28	$ 70,165.68	$ 262,763.31	$ 21,021.07	$ 32,252.23	$ 443,895.67
2033	$ 23,299.72	$ 28,575.91	$ 2,615.92	$ 3,013.37	$ 74,461.54	$ 258,377.96	$ 20,670.24	$ 32,897.27	$ 443,911.92
2034	$ 24,888.33	$ 27,323.55	$ 2,499.42	$ 3,073.63	$ 78,757.40	$ 253,724.11	$ 20,297.93	$ 33,555.22	$ 444,119.60
2035	$ 25,417.87	$ 25,985.80	$ 2,374.98	$ 3,135.11	$ 83,769.23	$ 248,801.78	$ 19,904.14	$ 34,226.32	$ 443,615.24
2036	$ 27,006.49	$ 24,619.59	$ 2,247.89	$ 3,197.81	$ 88,781.07	$ 243,566.20	$ 19,485.30	$ 34,910.85	$ 443,815.19
2037	$ 28,595.11	$ 23,167.99	$ 2,112.86	$ 3,261.76	$ 93,792.90	$ 238,017.38	$ 19,041.39	$ 35,609.07	$ 443,598.47
2038	$ 30,183.72	$ 21,631.01	$ 1,969.89	$ 3,327.00	$ 99,520.71	$ 232,155.33	$ 18,572.43	$ 36,321.25	$ 443,681.33
2039	$ 31,772.34	$ 20,008.63	$ 1,818.97	$ 3,393.54	$ 105,964.50	$ 225,935.28	$ 18,074.82	$ 37,047.67	$ 444,015.75
2040	$ 33,890.50	$ 18,261.15	$ 1,660.10	$ 3,461.41	$ 111,692.31	$ 219,312.50	$ 17,545.00	$ 37,788.63	$ 443,611.60
2041	$ 36,008.65	$ 16,397.18	$ 1,490.65	$ 3,530.64	$ 118,852.07	$ 212,331.73	$ 16,986.54	$ 38,544.40	$ 444,141.86
2042	$ 38,126.81	$ 14,416.70	$ 1,310.61	$ 3,601.25	$ 126,011.83	$ 204,903.48	$ 16,392.28	$ 39,315.28	$ 444,078.24
2043	$ 40,244.96	$ 12,319.72	$ 1,119.97	$ 3,673.28	$ 133,887.57	$ 197,027.74	$ 15,762.22	$ 40,101.59	$ 444,137.06
2044	$ 42,363.12	$ 10,106.25	$ 918.75	$ 3,746.74	$ 141,763.31	$ 188,659.76	$ 15,092.78	$ 40,903.62	$ 443,554.34
2045	$ 44,481.28	$ 7,776.28	$ 706.93	$ 3,821.68	$ 151,071.01	$ 179,799.56	$ 14,383.96	$ 41,721.69	$ 443,762.39
2046	$ 47,128.97	$ 5,329.81	$ 484.53	$ 3,898.11	$ 160,378.70	$ 170,357.62	$ 13,628.61	$ 42,556.13	$ 443,762.48
2047	$ 49,776.67	$ 2,737.72	$ 248.88	$ 3,976.07	$ 170,402.37	$ 160,333.95	$ 12,826.72	$ 43,407.25	$ 443,709.63
2048	$ -	$ -	$ -	$ -	$ 238,420.12	$ 149,683.80	$ 11,974.70	$ 44,275.40	$ 444,354.02
2049	$ -	$ -	$ -	$ -	$ 253,455.62	$ 134,782.54	$ 10,782.60	$ 45,160.90	$ 444,181.67
2050	$ -	$ -	$ -	$ -	$ 269,923.08	$ 118,941.57	$ 9,515.33	$ 46,064.12	$ 444,444.09
2051	$ -	$ -	$ -	$ -	$ 287,106.51	$ 102,071.38	$ 8,165.71	$ 46,985.40	$ 444,329.00
2052	$ -	$ -	$ -	$ -	$ 305,721.89	$ 84,127.22	$ 6,730.18	$ 47,925.11	$ 444,504.40
2053	$ -	$ -	$ -	$ -	$ 325,053.25	$ 65,019.60	$ 5,201.57	$ 48,883.61	$ 444,158.03
2054	$ -	$ -	$ -	$ -	$ 346,532.54	$ 44,703.77	$ 3,576.30	$ 49,861.28	$ 444,673.90
2055	$ -	$ -	$ -	$ -	$ 368,727.81	$ 23,045.49	$ 1,843.64	$ 50,858.51	$ 444,475.44
Total	**$ 655,569.29**	**$ 488,327.64**	**$ 44,685.15**	**$ 72,654.99**	**$ 4,568,644.97**	**$ 5,856,534.25**	**$ 470,045.62**	**$ 1,161,831.43**	**$ 13,318,293.33**

Notes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes and subject to change at pricing.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #3
LOT TYPE 9 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #3 LOT TYPE 9 PRINCIPAL ASSESSMENT: $43,175.32

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 - LOT TYPE 9

Annual Installment Due 1/31	Major Improvement Area Bond			Improvement Area #3 Bond				
	Principal	Interest	Additional Interest	Administrative Expenses	Principal	Interest[a]	Additional Interest	Administrative Expenses	Annual Installment[b]
2026	$ 131.29	$ 293.40	$ 27.09	$ 30.28	$ 556.21	$ 2,202.51	$ 188.79	$ 236.69	$ 3,666.26
2027	$ 140.04	$ 286.83	$ 26.43	$ 22.11	$ 437.87	$ 2,325.07	$ 186.01	$ 241.42	$ 3,665.79
2028	$ 148.80	$ 279.83	$ 25.73	$ 22.56	$ 461.54	$ 2,297.71	$ 183.82	$ 246.25	$ 3,666.23
2029	$ 153.17	$ 272.39	$ 24.99	$ 23.01	$ 491.12	$ 2,268.86	$ 181.51	$ 251.17	$ 3,666.23
2030	$ 161.93	$ 264.16	$ 24.22	$ 23.47	$ 520.71	$ 2,238.17	$ 179.05	$ 256.20	$ 3,667.90
2031	$ 175.05	$ 255.45	$ 23.41	$ 23.94	$ 544.38	$ 2,205.62	$ 176.45	$ 261.32	$ 3,665.63
2032	$ 183.81	$ 246.04	$ 22.54	$ 24.42	$ 579.88	$ 2,171.60	$ 173.73	$ 266.55	$ 3,668.56
2033	$ 192.56	$ 236.16	$ 21.62	$ 24.90	$ 615.38	$ 2,135.36	$ 170.83	$ 271.88	$ 3,668.69
2034	$ 205.69	$ 225.81	$ 20.66	$ 25.40	$ 650.89	$ 2,096.89	$ 167.75	$ 277.32	$ 3,670.41
2035	$ 210.07	$ 214.76	$ 19.63	$ 25.91	$ 692.31	$ 2,056.21	$ 164.50	$ 282.86	$ 3,666.24
2036	$ 223.19	$ 203.47	$ 18.58	$ 26.43	$ 733.73	$ 2,012.94	$ 161.04	$ 288.52	$ 3,667.89
2037	$ 236.32	$ 191.47	$ 17.46	$ 26.96	$ 775.15	$ 1,967.09	$ 157.37	$ 294.29	$ 3,666.10
2038	$ 249.45	$ 178.77	$ 16.28	$ 27.50	$ 822.49	$ 1,918.64	$ 153.49	$ 300.18	$ 3,666.79
2039	$ 262.58	$ 165.36	$ 15.03	$ 28.05	$ 875.74	$ 1,867.23	$ 149.38	$ 306.18	$ 3,669.55
2040	$ 280.09	$ 150.92	$ 13.72	$ 28.61	$ 923.08	$ 1,812.50	$ 145.00	$ 312.30	$ 3,666.21
2041	$ 297.59	$ 135.51	$ 12.32	$ 29.18	$ 982.25	$ 1,754.81	$ 140.38	$ 318.55	$ 3,670.59
2042	$ 315.10	$ 119.15	$ 10.83	$ 29.76	$ 1,041.42	$ 1,693.42	$ 135.47	$ 324.92	$ 3,670.07
2043	$ 332.60	$ 101.82	$ 9.26	$ 30.36	$ 1,106.51	$ 1,628.33	$ 130.27	$ 331.42	$ 3,670.55
2044	$ 350.11	$ 83.52	$ 7.59	$ 30.96	$ 1,171.60	$ 1,559.17	$ 124.73	$ 338.05	$ 3,665.74
2045	$ 367.61	$ 64.27	$ 5.84	$ 31.58	$ 1,248.52	$ 1,485.95	$ 118.88	$ 344.81	$ 3,667.46
2046	$ 389.50	$ 44.05	$ 4.00	$ 32.22	$ 1,325.44	$ 1,407.91	$ 112.63	$ 351.70	$ 3,667.46
2047	$ 411.38	$ 22.63	$ 2.06	$ 32.86	$ 1,408.28	$ 1,325.07	$ 106.01	$ 358.74	$ 3,667.02
2048	$ -	$ -	$ -	$ -	$ 1,970.41	$ 1,237.06	$ 98.96	$ 365.91	$ 3,672.35
2049	$ -	$ -	$ -	$ -	$ 2,094.67	$ 1,113.91	$ 89.11	$ 373.23	$ 3,670.92
2050	$ -	$ -	$ -	$ -	$ 2,230.77	$ 982.99	$ 78.64	$ 380.70	$ 3,673.09
2051	$ -	$ -	$ -	$ -	$ 2,372.78	$ 843.57	$ 67.49	$ 388.31	$ 3,672.14
2052	$ -	$ -	$ -	$ -	$ 2,526.63	$ 695.27	$ 55.62	$ 396.08	$ 3,673.59
2053	$ -	$ -	$ -	$ -	$ 2,686.39	$ 537.35	$ 42.99	$ 404.00	$ 3,670.73
2054	$ -	$ -	$ -	$ -	$ 2,863.91	$ 369.45	$ 29.56	$ 412.08	$ 3,674.99
2055	$ -	$ -	$ -	$ -	$ 3,047.34	$ 190.46	$ 15.24	$ 420.32	$ 3,673.35
Total	**$ 5,417.93**	**$ 4,035.77**	**$ 369.30**	**$ 600.45**	**$ 37,757.40**	**$ 48,401.11**	**$ 3,884.67**	**$ 9,601.91**	**$ 110,068.54**

Notes:

[a] Interest is calculated at a 6.25% rate for illustrative purposes and subject to change at pricing.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #4
LOT TYPE 10 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #4 LOT TYPE 10 PRINCIPAL ASSESSMENT: $487,613.52

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #4 – LOT TYPE 10

Annual Installment Due 1/31	Major Improvement Area Bond				Annual Installment[a], [b]
	Principal	Interest	Additional Interest	Administrative Expenses	
2026	$ 11,816.16	$ 26,405.67	$ 2,438.07	$ 2,725.62	$ 43,385.52
2027	$ 12,603.90	$ 25,814.86	$ 2,378.99	$ 1,990.25	$ 42,788.00
2028	$ 13,391.65	$ 25,184.67	$ 2,315.97	$ 2,030.06	$ 42,922.34
2029	$ 13,785.52	$ 24,515.09	$ 2,249.01	$ 2,070.66	$ 42,620.27
2030	$ 14,573.26	$ 23,774.11	$ 2,180.08	$ 2,112.07	$ 42,639.53
2031	$ 15,754.88	$ 22,990.80	$ 2,107.22	$ 2,154.31	$ 43,007.21
2032	$ 16,542.62	$ 22,143.97	$ 2,028.44	$ 2,197.40	$ 42,912.44
2033	$ 17,330.37	$ 21,254.81	$ 1,945.73	$ 2,241.35	$ 42,772.25
2034	$ 18,511.98	$ 20,323.30	$ 1,859.08	$ 2,286.17	$ 42,980.53
2035	$ 18,905.86	$ 19,328.28	$ 1,766.52	$ 2,331.90	$ 42,332.55
2036	$ 20,087.47	$ 18,312.09	$ 1,671.99	$ 2,378.53	$ 42,450.09
2037	$ 21,269.09	$ 17,232.39	$ 1,571.55	$ 2,426.11	$ 42,499.13
2038	$ 22,450.70	$ 16,089.18	$ 1,465.20	$ 2,474.63	$ 42,479.71
2039	$ 23,632.32	$ 14,882.45	$ 1,352.95	$ 2,524.12	$ 42,391.84
2040	$ 25,207.81	$ 13,582.68	$ 1,234.79	$ 2,574.60	$ 42,599.87
2041	$ 26,783.30	$ 12,196.25	$ 1,108.75	$ 2,626.09	$ 42,714.39
2042	$ 28,358.78	$ 10,723.16	$ 974.83	$ 2,678.62	$ 42,735.40
2043	$ 29,934.27	$ 9,163.43	$ 833.04	$ 2,732.19	$ 42,662.93
2044	$ 31,509.76	$ 7,517.05	$ 683.37	$ 2,786.83	$ 42,497.01
2045	$ 33,085.25	$ 5,784.01	$ 525.82	$ 2,842.57	$ 42,237.65
2046	$ 35,054.61	$ 3,964.32	$ 360.39	$ 2,899.42	$ 42,278.74
2047	$ 37,023.97	$ 2,036.32	$ 185.12	$ 2,957.41	$ 42,202.81
Total	**$ 487,613.52**	**$ 363,218.91**	**$ 33,236.89**	**$ 54,040.90**	**$ 938,110.21**

Notes:

[a] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] The Improvement Area #4 Condo Regime filed on March 10, 2025, anticipates the construction of up to 160 lots.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – MAJOR IMPROVEMENT AREA REMAINDER PARCEL – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF JUSTIN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

MAJOR IMPROVEMENT AREA REMAINDER PARCEL PRINCIPAL ASSESSMENT: $1,018,570.47

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, 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 ***Timberbrook Public Improvement District No. 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 City of Justin. The exact amount of each annual installment will be approved each year by the Justin City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Justin.

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 Denton 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 Denton 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 Denton County.

ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA REMAINDER PARCEL

Annual Installment Due 1/31	Major Improvement Area Bond				Annual Installment[b]
	Principal	Interest	Additional Interest	Administrative Expenses	
2026	$ 24,682.64	$ 55,158.51	$ 5,092.85	$ 5,693.52	$ 90,627.53
2027	$ 26,328.15	$ 53,924.38	$ 4,969.44	$ 4,157.41	$ 89,379.39
2028	$ 27,973.66	$ 52,607.97	$ 4,837.80	$ 4,240.56	$ 89,660.00
2029	$ 28,796.42	$ 51,209.29	$ 4,697.93	$ 4,325.37	$ 89,029.01
2030	$ 30,441.93	$ 49,661.48	$ 4,553.95	$ 4,411.88	$ 89,069.24
2031	$ 32,910.19	$ 48,025.23	$ 4,401.74	$ 4,500.12	$ 89,837.28
2032	$ 34,555.70	$ 46,256.30	$ 4,237.19	$ 4,590.12	$ 89,639.31
2033	$ 36,201.21	$ 44,398.94	$ 4,064.41	$ 4,681.92	$ 89,346.48
2034	$ 38,669.48	$ 42,453.12	$ 3,883.40	$ 4,775.56	$ 89,781.56
2035	$ 39,492.23	$ 40,374.64	$ 3,690.06	$ 4,871.07	$ 88,427.99
2036	$ 41,960.50	$ 38,251.93	$ 3,492.59	$ 4,968.49	$ 88,673.51
2037	$ 44,428.76	$ 35,996.55	$ 3,282.79	$ 5,067.86	$ 88,775.97
2038	$ 46,897.02	$ 33,608.51	$ 3,060.65	$ 5,169.22	$ 88,735.40
2039	$ 49,365.29	$ 31,087.79	$ 2,826.16	$ 5,272.61	$ 88,551.85
2040	$ 52,656.31	$ 28,372.70	$ 2,579.34	$ 5,378.06	$ 88,986.40
2041	$ 55,947.33	$ 25,476.60	$ 2,316.05	$ 5,485.62	$ 89,225.61
2042	$ 59,238.35	$ 22,399.50	$ 2,036.32	$ 5,595.33	$ 89,269.50
2043	$ 62,529.37	$ 19,141.39	$ 1,740.13	$ 5,707.24	$ 89,118.12
2044	$ 65,820.39	$ 15,702.28	$ 1,427.48	$ 5,821.38	$ 88,771.52
2045	$ 69,111.40	$ 12,082.15	$ 1,098.38	$ 5,937.81	$ 88,229.75
2046	$ 73,225.18	$ 8,281.03	$ 752.82	$ 6,056.57	$ 88,315.60
2047	$ 77,338.95	$ 4,253.64	$ 386.69	$ 6,177.70	$ 88,156.99
Total	**$ 1,018,570.47**	**$ 758,723.94**	**$ 69,428.17**	**$ 112,885.43**	**$ 1,959,608.00**

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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[CLOSING DATE]

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
United States

Tel +1 214 855 8000
Fax +1 214 855 8200
nortonrosefulbright.com

IN REGARD to the authorization and issuance of the "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project)" (the "Bonds"), dated September 25, 2025, in the principal amount of $_____, we have examined the legality and validity of the issuance thereof by the City of Justin, 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 on September 1 in each of the years specified in an Indenture of Trust (the "Indenture"), dated as of September 1, 2025, with Wilmington Trust, National Association, 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 authorizing the issuance of the Bonds, unless redeemed prior to maturity in accordance with the terms stated on 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 the Trust Estate, except to the extent the

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Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright North Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

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.

APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

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CITY OF JUSTIN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #3 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of September 1, 2025 (this "Disclosure Agreement"), is executed and delivered by and among the City of Justin, Texas (the "Issuer"), P3Works, LLC (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of September 1, 2025, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Information Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer's Fiscal Year. The Annual Information Filing Date is currently March 31.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of September 1, 2025, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Finance Director or City Manager of the Issuer or his or her designee or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Filing Date" means any one or all of the Annual Financials Filing Date, Annual Information Filing Date, and Annual Collections Report Filing Date.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"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.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through September 30.

"Listed Events" shall mean any of the events listed in subsection 6(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.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"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.

"SAP Update" shall have the meaning assigned to such term in subsection 4(a)(iii) of this Disclosure Agreement.

"SEC" shall mean the United States Securities and Exchange Commission.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2025, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements, as follows:

(i) The Issuer shall provide or caused to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or caused to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Not later than ten days prior to the applicable Filing Date, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as the case may be, to the Dissemination Agent together with written direction to file such with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB not later than ten days from receipt of such from the Issuer, but in no event later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5^{th}) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial

Information or Annual Financial Statements, as applicable, no later than two Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, state the date by which the Annual Financial Information or Annual Financial Statements 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 Financial Information, Annual Financial Statements, or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, 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 the applicable Filing Date.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements 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 Financial Information and the Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information*. The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Information regarding the Bonds and the Trustee in substantially similar form to that shown in the tables provided under Sections 4(a)(i) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates.

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update (collectively, a "SAP Update").

(iv) 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) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual 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 the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. 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 Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5^{th}) day before the Annual Collections Report Filing Date the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking

to provide the applicable Annual Collections 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 Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections 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 hereto; 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 Collections Report or the notice of failure to file, as applicable, to the MSRB no later than the Annual Collections Report Filing Date; 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 prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections 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 Collections 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 (2^{nd}) Business Day prior to the Annual Collections Report Filing Date. 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 applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1^{st}) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Improvement Area #3 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC

Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 6 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than one Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information.

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than one (1) Business Day following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, any Owner or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the 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 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the 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 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. The Dissemination Agent may resign at any time with 30 days' written notice to the Issuer. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information, 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 6(a), and (ii) the Annual Financial Information for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Financial Statements, Annual Collections 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 Financial Information, Annual Financial Statements, Annual Collections 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 Financial Information, Annual Financial Statements, Annual Collections Report, or notice of occurrence of a Listed Event.

SECTION 11. 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 Dissemination Agent (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the 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 shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Administrative Expenses 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 termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent, and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information or Annual Financial Statements in accordance with subsection 3(a) or the Annual Collections Report in accordance with subsection 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or an Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Administrative Expenses 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 its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. 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 17. 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 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Improvement Area #3, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator, each individually, make the following representation and verifications 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, as the case may be, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this 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 individually, 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 Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Dissemination Agent and the Administrator, each individually, 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 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 individually, 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 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 individually, 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 Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. 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 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

CITY OF JUSTIN, TEXAS

By: _____
City Manager

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

P3Works, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE [ANNUAL FINANCIAL INFORMATION][ANNUAL FINANCIAL STATEMENTS][ANNUAL COLLECTIONS REPORT]

Name of Issuer:	City of Justin, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP Nos.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Justin, Texas (the "Issuer"), has not provided [Annual Financial Information][Annual Financial Statements][Annual Collections Report] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of September 1, 2025, by and among the Issuer, P3Works, LLC, as "Administrator," and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as "Dissemination Agent." The Issuer anticipates that the [Annual Financial Information][Annual Financial Statements][Annual Collections Report] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., on behalf of the City of Justin, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Justin, Texas

EXHIBIT B

CITY OF JUSTIN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #3 PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: [_____]
City: [_]
Telephone: (___) ___-____
Contact Person: Attn: _____

Section 4(a)(i)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
				–
				–
		Total		

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value(1)	Book Value(1)	Market Value(1)

(1) As such information is provided by the Trustee.

*Excluding audited financial statements of the Issuer

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[__]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[__] Trust Statements: ☐ Audited ☐ Unaudited

Accounting Type: ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top [Five] Assessment Payers in Improvement Area #3 [(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Improvement Area #3 of the District

The [YEAR] certified total assessed value for the Assessed Property in Improvement Area #3 of the District is approximately $[AMOUNT] according to the Denton Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
	$		$		$
20__					
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[(1)]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Annual Installments Collected[(2)]
	$		$	%	$	%	$
20__							
20__							
20__							
20__							
20__							

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

[(2)] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF JUSTIN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #3 PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments(1)

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year	Total Annual Installments Levied	Parcels Levied[2]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Total Annual Installments Collected[3]
20__	$		$	%	$

[1] Period covered includes October 1, 20__ through March 1, 20__.

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

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$

[1] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	43/44	Trustee pays bond interest payments to Owners.
April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the 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, an amendment to the Code, or otherwise, such modifications shall control.

July 1	**152/153**	**If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full September payment, Issuer and/or Administrator to notify Dissemination Agent in writing for inclusion in the next Annual Financial Information.** **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent and the Trustee. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198). **Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures**. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing for inclusion in next Annual Report**.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the Issuer to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

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CITY OF JUSTIN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #3 IMPROVEMENT)

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of September 1, 2025 (this "Disclosure Agreement"), is executed and delivered by and among Bloomfield Homes, L.P., a Texas limited partnership (the "Developer"), P3Works, LLC (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent (the "Dissemination Agent") with respect to the captioned bonds (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 Indenture of Trust, dated as of September 1, 2025, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean an entity that is controlled by, controls, or is under common control with another entity.

"Certification Letter" shall mean a certification letter provided by a Reporting Party, if any, pursuant to Section 3, in substantially the form attached as Exhibit D.

"Developer" shall mean Bloomfield Homes, L.P., a Texas limited partnership, its successors and assigns, including any Affiliate of the Developer.

"Developer Listed Event" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"Disclosure Agreement of Issuer" shall mean the Continuing Disclosure Agreement of Issuer with respect to the Bonds dated as of even date herewith executed and delivered by and among the Issuer, the Administrator, and the Dissemination Agent.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at http://emma.msrb.org.

"Homebuilder" shall mean any homebuilder who enters into a Lot Purchase Agreement with the Developer, and the successors and assigns of such homebuilder under such Lot Purchase Agreement.

"Listed Events" shall mean, collectively, Developer Listed Events and Significant Homebuilder Listed Events.

"Lot Purchase Agreement" shall mean, with respect to lots or land within Improvement Area #3 of the District, any agreement between a Homebuilder and the Developer to purchase lots or to purchase land.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Private Improvements" shall mean the park and hike and bike trails to be constructed in Improvement Area #3.

"Quarterly Ending Date" shall mean each March 31, June 30, September 30 and December 31, beginning December 31, 2025.

"Quarterly Filing Date" shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being February 15, May 15, August 15, 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 containing the information listed in Exhibit A attached hereto.

"Reporting Party" shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Significant Homebuilder" shall mean a Homebuilder that then owns 17 or more of the single family residential lots within Improvement Area #3.

"Significant Homebuilder Listed Event" shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder that is a Reporting Party shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than 10 days after each Quarterly Ending Date, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to subsection 3(d) (with respect to each Reporting Party, the "Quarterly Information"). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such Reporting Party's obligations terminate pursuant to Section 7 of this Disclosure Agreement. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred to such Significant Homebuilder.

(b) The Administrator shall (i) review each Quarterly Report containing the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) no later than twenty (20) days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to such Person's Quarterly Information or (2) provide to the Dissemination Agent the Quarterly Report in accordance with subsection (c) below. If the Administrator advises a Reporting Party as to any necessary changes to their respective Quarterly Information, such Reporting Party shall provide, or cause to be provided, to the Administrator, not more than 30 days after each Quarterly Ending Date, the revised Quarterly Information. The Administrator shall review the revised Quarterly Information within the Quarterly Report and provide the Quarterly Report to the Dissemination Agent in accordance with subsection (c) below.

If Reporting Parties provide the Quarterly Information in more than one report to the Administrator, the Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Parties pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than 20 days after each Quarterly Ending Date. The Reporting Parties shall review and revise, as necessary, the Quarterly Report and, upon such review, shall promptly, but no later than 30 days after each Quarterly Ending Date, provide the Quarterly Report and Certification Letter(s) to the Administrator and authorize the Administrator to provide such Quarterly Report and Certification Letter(s) to the Issuer and the Dissemination Agent pursuant to subsection (c) below.

In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, no later than 35 days after each Quarterly Ending Date, the Quarterly Report containing the information described in subsection 3(d), the Certification Letter(s), if applicable, and written direction to the Dissemination Agent to file such report with the MSRB. The Dissemination Agent shall file the Quarterly Report and the Certification Letter(s), if applicable, with the MSRB and provide a copy of such report to the Issuer and

the Participating Underwriter within 10 days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section 3, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information or no Quarterly Information is provided by any Reporting Party, the Dissemination Agent and any other Reporting Party who provided complete Quarterly Information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the Quarterly Report to the Dissemination Agent, or the failure of the Dissemination Agent to provide such report to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Each Quarterly Report shall consist of the information listed in Exhibit A attached hereto.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #3 on Assessed Property 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 Developer Listed Event under this Section 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 Improvements and the Private Improvements;

(iii) Material default by the Developer or any of the Developer's Affiliates on any loan with respect to the acquisition, development, or permanent financing of Improvement Area #3 undertaken by the Developer or any of the Developer's Affiliates;

(iv) Material default by the Developer or any of Developer's Affiliates on any loan secured by property within Improvement Area #3 owned by the Developer or any of the Developer's Affiliates;

(v) The bankruptcy, insolvency, or similar filing of the Developer or any of the Developer's Affiliates or any determination that the Developer or any of the Developer's Affiliates 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 or any of the Developer's Affiliates, other than in the ordinary course of business, or 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 or any of the Developer's Affiliates 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 or any of the Developer's Affiliates;

(viii) Any material change in the legal structure, chief executive officer, or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 hereof.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #3 on Assessed Property 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 Significant Homebuilder Listed Event under this Section nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency, or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer, or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Lot Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 hereof.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5)

Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

The Developer and each other Reporting Party, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless of if such Reporting Party is providing Quarterly Information on behalf of any other Reporting Party.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within 10 Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(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 in writing the Administrator and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Administrator, the Issuer, any Reporting Party or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations of Developer.

The Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements or the Private Improvements to assume and comply with the disclosure obligations of the Developer under this Disclosure Agreement. The Developer shall deliver to the Dissemination Agent, the Administrator, and the Issuer a written acknowledgement from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements or Private Improvements in substantially the form attached as Exhibit E (the "Developer Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to subsection 4(a)(ix) above, the Developer shall direct the Dissemination Agent to file a copy of each Developer Acknowledgment with the MSRB, in accordance with subsections 4(c) and 4(e) above. Upon any such transfer to a Person, and such Person's delivery of written acknowledgement of assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Developer shall require that any Person comply with obligations of this Section 5 with respect to any subsequent transfers by such Person to any individual or entity meeting the definition of a "Developer" in the future.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) As long as a Homebuilder is a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer's disclosure obligations under subsections 3(d) and 4(b) hereof, with respect to such acquired real property, until such party's disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement, or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the Developer's disclosure obligations, as described in clause (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer's disclosure obligations, as described in clause (i) above, the Developer shall deliver to the Dissemination Agent, the Administrator, and the Issuer a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F (the "Significant Homebuilder Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to subsections 4(a)(ix) and 4(b)(vi) above, the Developer shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with subsections 4(c) and 4(e) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder's delivery of an executed Significant Homebuilder Acknowledgment assuming the Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an executed Significant Homebuilder Acknowledgment with respect to such real property is delivered to

the Dissemination Agent, Administrator, the Issuer, and the MSRB, in accordance with this subsection 6(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer or any Significant Homebuilder under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer or such Significant Homebuilder, including their respective Affiliates and/or successors and assigns, no longer owns 17 or more single family residential lots within Improvement Area #3, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or parcel owned by the Developer or such Significant Homebuilder, including their respective Affiliates and/or successors and assigns, respectively; provided, however, if the Developer elects to provide any or all Quarterly Information on behalf of a Significant Homebuilder in accordance with subsection 6(a) above, 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, (ii) when the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns, collectively no longer own 17 or more single family residential lots within Improvement Area #3, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or parcel owned by the Developer and such Significant Homebuilder(s) (on behalf of whom the Developer is reporting), including their respective Affiliates and/or successors and assigns.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, of the termination of the applicable Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party, and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(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 all Reporting Parties' reporting obligations in accordance with subsection (a) of this Section 7 and any Termination Notice required by subsection (b) of this Section 7 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer, any Person that has executed a Developer Acknowledgement pursuant to Section 5 hereof, or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with 30 days' notice to the Issuer, the Developer, and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first 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 HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

SECTION 9. 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 the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 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).

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 in accordance with this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer or any Significant Homebuilder 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 Developer Listed Event or Significant Homebuilder Listed Event, as applicable, 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 Developer Listed Event or Significant Homebuilder Listed Event.

SECTION 11. 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 provided under this Disclosure Agreement.

SECTION 12. Default. In the event of a failure of any Reporting Party or the Administrator to comply with any provision of this Disclosure Agreement, (i) the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and (ii) 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, the Dissemination Agent shall take such actions as may be necessary and appropriate to cause the Reporting Party and/or the 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 Reporting Party or the Administrator to comply with this Disclosure Agreement shall be an action in mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Issuer, and a default under the Disclosure Agreement of Issuer shall not be deemed a default under this Disclosure Agreement. Additionally, a default by the Developer of its obligations under this Disclosure Agreement shall not be deemed a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement; and, likewise, a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement shall not be deemed a default of the Developer of the Developer's obligations under this Disclosure Agreement.

SECTION 13. 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 any Reporting Party 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 indemnify and hold harmless the Dissemination Agent, its officers, directors, employees, and agents against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent, and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent

hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to indemnify and 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 termination of this Disclosure Agreement, resignation or removal of the Administrator, and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The Developer, the Administrator, and the Dissemination Agent agree that the legal expenses of the Dissemination Agent or the Administrator to which it is expressly entitled to be paid pursuant to this subsection 13(c) are Administrative Expenses.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER 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, EXCEPT AS DESCRIBED IN SECTION 12 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation, or agreement of the Developer, any Significant Homebuilder, 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, director, shareholder, member, managing partner, agent, or employee of the Developer, any Significant Homebuilder, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder, or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Administrative Expenses 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 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The 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 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 20. Notice. Any written notice required to be given or made hereunder among or between any of the Parties 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:	Bloomfield Homes, L.P. 1050 E. State Highway 114, Suite 210 Southlake, Texas 76092 E-mail: don@bloomfieldhomes.net
If to the Dissemination Agent:	HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. 717 N. Harwood St., Suite 3400 Dallas, Texas 75201 E-mail: tanya.calvit@hilltopsecurities.com
If to Administrator:	P3Works, LLC 9284 Huntington Square North Richland Hills, Texas 76182 E-mail: mary@p3-works.com
If to the Issuer:	City of Justin, Texas 415 N. College Avenue Justin, Texas 76247 E-mail: jgreenwood@cityofjustin.com
If to Participating Underwriter:	FMSbonds, Inc. 5 Cowboys Way, Suite 300-25 Frisco, Texas 75034 E-mail: tdavenport@fmsbonds.com
If to the Trustee:	Wilmington Trust, National Association 15950 North Dallas Parkway, Suite 200 Dallas, Texas 75248 Attn: Parker Merritt Email:pmerritt@wilmingtontrust.com

SECTION 21. Term of Disclosure Agreement. Except for surviving indemnities of the parties to this Disclosure Agreement, this Disclosure Agreement terminates on the earlier of (i) the first date on which none of the Bonds remain Outstanding, and (ii) the first date on which the reporting obligations of all Reporting Parties have terminated in accordance with the terms of Section 7 of this Disclosure Agreement.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same

instrument. 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.

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
Dissemination Agent

By: _____
Authorized Officer

DEVELOPER:

Bloomfield Homes, L.P., a Texas limited partnership

By: Bloomfield Properties, Inc., a Texas corporation, its General Partner

By: _____
Donald J. Dykstra, its President

P3Works, LLC,
Administrator

By:_____
Name:_____
Title:_____

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

EXHIBIT A

CITY OF JUSTIN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #3 IMPROVEMENT)

DEVELOPER QUARTERLY REPORT
[*INSERT QUARTERLY ENDING DATE*]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address:
City:
Telephone:
Contact Person: Attn:

I. Expenditures Paid from Accounts under Indenture

TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #3 IMPROVEMENTS: $_____

Of the budgeted costs for Improvement Area #3 Improvements shown in the Service and Assessment Plan:

1. Actual costs drawn from the Improvement Area #3 Improvements Account: $_____

II. Status of Improvement Area #3 Improvements

Projected/actual completion date of the Improvement Area #3 Improvements

1. [Actual/Expected] date of completion of the Improvement Area #3 Improvements: [_____]
2. Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

III. Unit Mix in Improvement Area #3

Product Type	**Number of Units**
Single Family 60' – 65'	

IV. Lot Status in Improvement Area #3

Of the 169 lots in Improvement Area #3, what is the status:

1. Planned lots as of the date of issuance of the Bonds: 169
2. Planned lots as of the date of this Quarterly Report: _____
3. Lots developed: _____
4. Lots platted: _____
5. Expected completion date of all lots in Improvement Area #3 (if incomplete): _____

V. Ownership of Lots/Units in Improvement Area #3

PLANNED LOTS IN IMPROVEMENT AREA #3: 169

Of the 169 lots in Improvement Area #3:

1. Number of lots owned by the Developer: _____
2. Number of lots under contract but not closed to Homebuilder(s): _____
3. Number of lots owned by all Homebuilder(s): _____[1]
    a. Number of lots owned by [*insert name of Homebuilder*]: _____[2]
    b. Number of lots owned by [*insert name of Homebuilder*]: _____
4. Number of units owned by homeowners: _____

VI. Home Sales Information in Improvement Area #3

PLANNED HOMES IN IMPROVEMENT AREA #3: 169

Of the 169 homes planned for Improvement Area #3:

1. How many total building permits were issued **during the current quarter**? _____
    a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[2]
    b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: _____[2]
2. How many total homes have closed with homebuyers **during the current quarter**? _____
    a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____[2]
    b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: _____][3]
3. How many total homes have closed with homebuyers **cumulatively**? _____
    a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[3]

---

[1] If Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Developer is not using EMMA filing assistance software, Developer shall prepare a chart containing such Quarterly Information.

[2] Include a line item for each individual Homebuilder.

[3] Include a line item for each individual Homebuilder.

b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: _____[3]

VII. Private Improvements

TOTAL [EXPECTED/ACTUAL] COSTS OF AMENITIES: $[_____]

Of the $[_____] [expected/actual] costs of the Private Improvements:

1. Amount spent as of Quarterly Ending Date: $[_____]
2. [Actual/Expected] completion date of Private Improvements: [_____]

VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Lot Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Assessments securing the Bonds by the Developer to any third-party developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and indicate whether this third-party developer/land bank has executed a Developer Acknowledgement pursuant to the Disclosure Agreement?

5. **Reserved.**

6. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.

7. **Other** – Provide any other material information that should be disclosed.

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]

[DATE]

Name of Issuer:	City of Justin, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Improvement) (the "Bonds")
CUSIP Numbers:	[insert CUSIP Numbers]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[4]"] ["Significant Homebuilder"]) has not provided the [Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly Ending Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer related to such Bonds, by and among Bloomfield Homes, L.P., a Texas limited partnership (the "Developer"), P3Works, LLC, as Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The [Developer][Significant Homebuilder] anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the Developer,
as Dissemination Agent

By: _____

Title: _____

cc: City of Justin, Texas

[4] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer:	City of Justin, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Improvement) (the "Bonds")
CUSIP Numbers.	[insert CUSIP Numbers]
Date of Delivery:	_____, 20__

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
_____
_____

City of Justin, Texas
415 N. College Avenue
Justin, Texas 76247

Bloomfield Homes, L.P.
1050 E. State Highway 114, Suite 210
Southlake, Texas 76092

[Significant Homebuilder]

NOTICE IS HEREBY GIVEN that that _____, a _____ (the ["Developer[1]"] ["Significant Homebuilder"]) is no longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the Bonds, thereby terminating such party's reporting obligations under the Continuing Disclosure Agreement of Developer related to such Bonds, by and among Bloomfield Homes, L.P., a Texas limited partnership (the "Developer"), P3Works, LLC, as Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

Dated: _____

P3Works, LLC
on behalf of the [Developer] [Significant Homebuilder],
as Administrator)

By: _____

Title: _____

[1] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer:	City of Justin, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Improvement)
CUSIP Numbers:	[insert CUSIP Numbers]
Quarterly Ending Date:	_____, 20__

Re: Quarterly Report for Timberbrook Public Improvement District No. 1 – Improvement Area #3

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer related to the captioned Bonds by and among Bloomfield Homes, L.P., a Texas limited partnership [1] (the "Developer"), P3Works, LLC, as Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent, this letter constitutes the certificate stating that the Quarterly Information, provided by [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.

Bloomfield Homes, L.P., a Texas limited partnership

By: Bloomfield Properties, Inc., a Texas corporation, its General Partner

By: _____
Donald J. Dykstra, its President

[OR

SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)
By:_____
Title: _____]

[1] If applicable, replace with applicable successor(s)/assign(s).

EXHIBIT E

FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT OF DEVELOPER REPORTING OBLIGATIONS

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

Re: Timberbrook Public Improvement District No. 1 – Improvement Area #3 – Continuing Disclosure Obligation

Dear _____,

Per [*Insert name of applicable agreement*], as of _____, 20__, you have been assigned and have assumed the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements or Private Improvements (as those terms are defined in the Disclosure Agreement of Developer (as defined herein) within Improvement Area #3 of the Timberbrook Public Improvement District No. 1 (the "District").

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer (the "Disclosure Agreement of Developer") by and among Bloomfield Homes, L.P., a Texas limited partnership (the "Developer"), P3Works, LLC (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the "Dissemination Agent"), with respect to the "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Improvement)," any person that, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #3 Improvements or Private Improvements is defined as a Developer.

As a Developer, pursuant to Section 5 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

Bloomfield Homes, L.P., a Texas limited partnership

By: Bloomfield Properties, Inc., a Texas corporation, its General Partner

By: _____
Donald J. Dykstra, its President

Acknowledged by:

[INSERT ASSIGNEE NAME]

By:_____
Title:_____

EXHIBIT F

FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS

[DATE]

[INSERT SIGNIFICANT HOMEBUILDER CONTACT INFORMATION]

Re: Timberbrook Public Improvement District No. 1 – Improvement Area #3 – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ lots within Improvement Area #3 of Timberbrook Public Improvement District No. 1 (the "District"). Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer related to the captioned Bonds (the "Disclosure Agreement of Developer") by and among Bloomfield Homes, L.P., a Texas limited partnership (the "Developer"), P3Works, LLC (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the "Dissemination Agent"), with respect to the "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Improvement)," any entity that owns 17 or more of the single family residential lots within Improvement Area #3 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations under Sections 3(d)(iv) and 4(b) of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

Bloomfield Homes, L.P., a Texas limited partnership

By: Bloomfield Properties, Inc., a Texas corporation, its General Partner

By: _____
Donald J. Dykstra, its President

Acknowledged by:
[INSERT ASSIGNEE NAME]
By:_____
Title:_____

APPENDIX F

DEVELOPMENT AGREEMENT

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Denton County
Juli Luke
County Clerk

Instrument Number: 106426

Real Property Recordings

AGREEMENT

Recorded On: August 29, 2016 01:23 PM

Number of Pages: 51

**** Examined and Charged as Follows: ****

Total Recording: 226.00

************* THIS PAGE IS PART OF THE INSTRUMENT *************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	106426
Receipt Number:	20160829000580
Recorded Date/Time:	August 29, 2016 01:23 PM
User:	TJ D
Station:	Station 9

Record and Return To:

City of Justin
P O Box 129
Justin TX 76247

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is executed among BLOOMFIELD HOMES, L.P., a Texas limited partnership ("**Bloomfield**"), JUSTIN TIMBERBROOK, LLC., a Texas limited liability company ("**Justin Timberbrook**"; Bloomfield and Justin Timberbrook are herein collectively referred to as the "**Owner**", which as used herein shall include the current owners of the Property and their successors and permitted assigns), and the City of Justin, Texas, a general law city (the "**City**") (Owner and City being referred to individually as a "**Party**" and collectively as the "**Parties**"), to be effective on the Effective Date as defined in **Section 13.10**.

RECITALS

WHEREAS, Owner is the owner of approximately 571.79 acres of land (the "**Property**", as further defined herein) situated in the H. McDonald Survey, Abstract Number 879, M. Garnett Survey, Abstract Number 439, and R. W. Terrell Survey, Abstract Number 1650, Denton County, Texas (the "**County**") described by metes and bounds on **Exhibit A** and shown on **Exhibit B**, which property is undeveloped; and

WHEREAS, Owner intends that the Property be developed as a high-quality, master-planned, residential community with minimum 7,000 square feet lots served by retail City water and sanitary sewer service, pursuant to development regulations contained in this Agreement; and

WHEREAS, the Owner and/or its affiliates desire to acquire Additional Property, as hereinafter defined, to be developed in accordance with the terms of this Agreement and to be included in any public improvement district formed pursuant to Texas Local Government Code, Chapter 372 (the "**PID Act**") and the terms of this Agreement; and

WHEREAS, the Owner may request that the City Council add Additional Property to the Property to be developed in accordance with this Agreement or petition to have such Additional Property included in a public improvement district in accordance with the requirements of the PID Act, provided that such Additional Property is located within the corporate limits or extraterritorial jurisdiction of the City and is developed and financed in accordance with the terms of this Agreement; and

WHEREAS, the Owner may assign its rights under this agreement to Bloomfield for the purpose providing the terms of development for any Additional Property, and

WHEREAS, this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and will provide regulatory certainty during the term of this Agreement; and

WHEREAS, the City Council has determined that Owner may develop the Property with retail water and sanitary sewer service to the Property, provided Owner and the City determine that it is feasible for the City to be the retail provider and Owner constructs the necessary infrastructure, at Owner's expense; and

WHEREAS, the Parties intend that the City will be the sole retail provider of water and wastewater service to the Property; and

WHEREAS, Owner will construct or cause to be constructed the infrastructure and improvements to serve the Property and the City shall have and exercise jurisdiction over the development of the Property as set forth in this Agreement and the applicable laws regarding the design, construction, installation, and inspection of water, wastewater, drainage, roadway, and other public infrastructure to serve the Property (collectively, the "**Public Infrastructure**"); and

WHEREAS, the City Council has determined that this Agreement and the development of the Property described herein comply in all respects with the City's Comprehensive Plan; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the City and the County effective October 18, 2005 (the "**Interlocal Agreement**") and Section 242.001(a)(3) of the Texas Local Government Code, the City has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, the Parties desire for the Property to be developed within the corporate limits of the City, and that public improvement districts (herein after "**PID**" or "**PIDs**") created by available statutory means shall be created and utilized to aid in the development of the Property, pursuant to the terms of this Agreement; and

WHEREAS, at the City's request, Owner has agreed to petition the City to annex any portion of the Property not currently in the City limits as consideration for this Agreement and creation and utilization of the PIDs; and

WHEREAS, development of the Property within the City's corporate limits will increase the City's tax base, expand the customer base for the City's retail businesses, and increase the City's population; and

WHEREAS, the City intends that the City Council shall approve an ordinance annexing the Property not later January 1, 2017; and

WHEREAS, the Parties intend for the PIDs to provide and finance a portion of the Public Infrastructure required to serve the Parties' intended development of the Property; and

WHEREAS, due to the location and other natural features of the Property, funding the cost of the Public Infrastructure in accordance with this Agreement will allow the Parties' intended development of the Property to be accomplished sooner than it would otherwise occur; and

WHEREAS, in consideration of the Owner's agreements contained herein, the City shall exercise its powers under Chapter 372, Texas Local Government Code, as amended (the "**PID Act**"), to provide a financing vehicle that will enable the Owner to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for the estimated costs of the Public Infrastructure using the proceeds of PID Bonds; or (b) obtain reimbursement for the estimated costs of the Public Infrastructure, the

source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City Council, in accordance with the terms of this Agreement and all legal and binding statutory and contractual requirements, intends to: (i) create one or more PIDs which overlap all of the Property; (ii) adopt a Service and Assessment Plan for each PID; (iii) adopt an Assessment Ordinance of each PID (to pay for the estimated cost of the Public Infrastructure associated with such PID and the costs associated with the administration of the PID and the issuance of the PID Bonds); and (iv) issue, in multiple series, across all PIDs created pursuant to this Agreement, the principal amount of PID Bonds that (a) are necessary for the purpose of financing the estimated costs of the Public Infrastructure and paying associated costs as described herein, and (b) can be supported by assessments corresponding to an equivalent tax rate of up to $1.00 per $100 of assessed valuation within each PID; and

WHEREAS, prior to the sale of the first PID Bond issue for any PID: (a) the City Council shall have approved and adopted the corresponding PID Resolution, Service and Assessment Plan and Assessment Ordinance (collectively, the "**PID Documents**"); (b) unless such requirement is waived by the City and the underwriter of the applicable PID Bonds, owners of the Property constituting all of the acreage in the PID at the time of the issuance of the first PID Bonds shall have executed a Landowner Agreement (as defined below); and (c) the Owner shall have delivered a fully executed copy of the Landowner Agreement(s) to the City, if applicable; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of any PID, or the issuance of PID Bonds, or the preparation of documentation related thereto, including any costs incurred by the City and its consultants and advisors in the preparation and negotiation of this Agreement (excluding the fees associated with closing any PID Bonds), the Owner shall be responsible for advancing such funds, shall have a right to reimbursement for the funds advanced from the proceeds of PID Bonds or Assessment revenues, to the extent allowed by law, and the City will not be responsible for such reimbursement or the payment of such costs from any other sources of funds; and

WHEREAS, the Owner plans to develop the Property upon the execution of this Agreement and subsequent issuance of PID bonds by the City for the payment of certain estimated costs for the construction and acquisition of certain Public Infrastructure to benefit the Property, and for the repayment to Owner for certain costs advanced for the construction and acquisition of certain Public Infrastructure to benefit the Property as set forth in the Service and Assessment Plan for the PID(s) ("**Service and Assessment Plan**"); and

WHEREAS, the City recognizes the positive impact that the Public Infrastructure for the development contemplated herein will bring to the City and recognizes further that the development will promote state and local economic development; stimulate business and commercial activity in the municipality; advance the development and diversification of the economy of the state; advance development and expansion of commerce in the state; and contribute to the elimination of unemployment or underemployment in the state; and

WHEREAS, the City agrees that, upon the petition of any of the landowners within the Property or Additional Property, it shall agree to consider the creation of a new PID within the Property or redefine the boundaries of any PID so as to allow the PID to contain an appropriate boundary description to aid in the efficient development of the Property to the extent allowed by law; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq. of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Additional Property shall mean any property acquired by the Owner and made subject to this Agreement pursuant to **Section 3.05** hereof.

Administrative Expenses shall mean, with respect to any PID, expenses incurred in the establishment, administration, and operation of the PID.

Assessment means a special assessment levied by the City within a PID as authorized by the PID Act, pursuant to the Assessment Ordinance related to such PID.

Approved Plats means the final plats for areas within the Property that are approved, from time to time, by the City.

Assessment Company means an assessment firm that is experienced in PID and assessment administration and acceptable to the City and Owner.

Assessment Ordinance means, with respect to any PID, the ordinance approved by the City Council which levies special assessments on the Property associated with such PID in accordance with the PID Act to pay for the estimated costs of the Public Infrastructure set forth in the Service and Assessment Plan, Administrative Expenses as well as any other costs associated with the issuance of the PID Bonds that provide a special benefit to such property within the PID.

Assessment Roll means, with respect to any PID, an Assessment Roll attached to the Service and Assessment Plan associated with such PID, or any other Assessment Roll in an

amendment or supplement to such Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Public Infrastructure.

Bond Counsel means Winstead PC.

City means the City of Justin, a general law municipality located in Denton County, Texas.

City Manager means the current or acting City Manager of the City or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Council means the City Council of the City.

City Secretary means the City Secretary of the City.

Effective Date has the meaning set forth in **Section 13.10**.

End Buyer means any owner, developer, tenant, user, or occupant of a Fully Developed and Improved Lot.

ETJ means extraterritorial jurisdiction.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Denton County.

Governing Regulations has the meaning set forth in **Section 2.01**.

Home Buyer Disclosure Program means the disclosure program, administered by the Assessment Company, that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by any PID contemplated by this Agreement.

Improvement Account of the Project Fund means, with respect to any PID, the construction fund account created under the Indenture associated with such PID used to pay for the construction or acquisition of the Public Infrastructure.

Indenture means, with respect to any PID, an indenture under which PID Bonds are issued.

Landowner Agreement means, with respect to any PID, the agreement of all of the Owners of the Property consenting to the form and terms of the related PID Documents.

Mayor means the Mayor of the City.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owner means Bloomfield and its successors and/or assigns, and Justin Timberbrook and its successors and/or assigns.

PID or **PIDs** means any public improvement district or districts contemplated by this Agreement to be created by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code.

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

PID Administrator means an employee or designee of the City, including a consultant engaged by the City for such purposes, who, with respect to any PID, shall have the responsibilities provided in the related Service and Assessment Plan, Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means, with respect to any PID, assessment revenue bonds issued by the City and secured by the Assessments levied within such PID.

PID Resolution means, with respect to any PID, the resolution and improvement order adopted by the City Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the related Public Infrastructure.

Plat Review Fees shall have the meaning set forth in **Section 4.01**.

Property means the 571.79 acres of undeveloped property located wholly in Denton County, Texas and described by metes and bounds and depicted on **Exhibit A** and any Additional Property. Property shall also mean that portion of the Property associated with any PID, as the context requires.

Public Infrastructure means water, sewer, drainage, roadway or other facilities needed to serve the Property and to be constructed by or on behalf of the City, including pursuant to any PID, including road improvements, utility improvements and other improvements authorized by the PID Act and benefiting the Property.

Public Infrastructure Costs means the estimated costs of the Public Infrastructure, including design, engineering, construction, and inspection costs.

Service and Assessment Plan means, with respect to any PID, the PID Service and Assessment Plan, to be adopted, updated or amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID(s) having terms, provisions and findings approved by the City, as required by this Agreement.

Structure means every structure designed or intended for human occupancy and every accessory structure intended for human occupancy.

Subdivision Regulations shall have the meaning set forth in **Section 2.01(a)**.

TCEQ means the Texas Commission on Environmental Quality.

ARTICLE II.
DEVELOPMENT REGULATIONS

Section 2.01 Governing Regulations. The Property shall be developed as a single-family residential development. The Property will be developed with 7,000 square feet minimum lots with retail City water and sewer service. Development of the Property shall be governed solely by this Agreement and the following regulations (collectively, the "**Governing Regulations**"):

(a) the City's Subdivision Regulations, consisting of Ordinance No. 248 effective March 24, 1997, as it may be amended from time to time, now codified in Chapter 9 of the Justin Code of Ordinances, and all other subdivision-related provisions of this Agreement (the "**Subdivision Regulations**") attached as **Exhibit C**, provided that to the extent that the Subdivision Regulations conflict with this Agreement, this Agreement shall control;

(b) building, plumbing, electrical, mechanical, and fire codes adopted by the City and uniformly enforced within the City's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to the building, fire, electrical, plumbing, mechanical, or other applicable codes and ordinances of the City that are uniformly applicable to similarly situated development within the City's corporate boundaries (the "**Building Codes**");

(c) development standards attached as **Exhibit D** (the "**Development Standards**");

(d) Street Standards in the Subdivision Regulations as modified by the provisions attached as **Exhibit E** (the "**Street Standards**");

(e) water and sewer standards in the Subdivision Regulations as modified by the provisions attached as **Exhibit F** (the "**Water and Sewer Standards**");

(f) miscellaneous development conditions attached as **Exhibit G** (the "**Miscellaneous Conditions**");

(g) Drainage Standards in the City's Subdivision Regulations, Article 3.400 of the Code of Ordinances, and the Flood Damage Prevention Regulations (the "**Drainage Standards**"); and

(h) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (each an "**Approved Plat**").

Section 2.02 Zoning. In the event of any conflict between this Agreement and any zoning ordinance adopted by the City Council applicable to the Property, the provisions of this Agreement will prevail, except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance.

Section 2.03 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the provision of the Agreement shall prevail.

ARTICLE III.
DEVELOPMENT PROCESS

Section 3.01 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the City pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats for the Property and approval of plans for certain Public Infrastructure in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

Section 3.02 Plats and Plans Required. Subdivision of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement.

(a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.

(b) Owner shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the City Engineer or designee.

(c) The City Engineer or designee shall approve or disapprove plans and specifications, including resubmittals, within thirty (30) days after receipt of a complete set of plans and supporting documents. In the event the City Engineer disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with one or more of the Governing Regulations or for life, safety, health or general welfare reasons which would require disapproval for a project in the City. If the plans or specifications do not comply with the Governing Regulations or the life, safety, health or general welfare reasons as stated in the disapproval notice, the Owner shall revise the plans and specifications appropriately and resubmit to the City Engineer for review with any required additional review fee.

Section 3.03 Bonds, Insurance and Inspection of Public Infrastructure. When the plans and specifications have been approved and before any permit is issued for construction of public infrastructure on the Property, Owner shall submit to the City a Maintenance Bond, in a form acceptable to the City, in the sum of one hundred per cent (100%) of the total contract price for construction of such infrastructure and conditioned that the contractor will repair or replace all defects due to faulty material and/or workmanship that appear within two years from the date of final approval by the City. Owner shall procure and maintain in force public liability and property damage insurance with limits at least equal to the maximum amount of the City's statutory liability under Chapter 101 of the Civil Practice and Remedies Code, and with the City of Justin, its officers, employees, and agents listed as additional insured. All Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations at Owner's cost by a City employee or third party inspector retained by the City.

Section 3.04 Building Permits; Inspection of Structures.

(d) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner, a Structure until a permit is issued by the City certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "**Building Permit**").

(e) At the City's option, Building Permits may be issued by a City employee or a third party contractor retained by the City.

(f) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure and the applicable plans and specifications, Codes and ordinances. At the City's option, inspections may be performed by a City employee or by a third party contractor retained by the City.

Section 3.05 Additional Property. To the extent the Owner, its successors or assigns, or an affiliated entity of the Owner acquires additional property in the corporate limits or the extraterritorial jurisdiction of the City, or the Owner, its successor or assign, or an affiliated entity of the Owner acquires additional property within one (1) mile of the City's extraterritorial jurisdiction and petitions the City for inclusion of such additional property in the extraterritorial jurisdiction of the City or annexation of such additional property into the corporate limits of the City ("**Additional Property**"), Owner may request that the City Council allow such Additional Property to be subject to and developed in accordance with the specifications of this Agreement upon the execution of an amendment to this Agreement pursuant to **Section 13.05** hereof. If the Additional Property added is not contiguous to the boundaries of any existing PID, the City Council agrees to consider the creation of a separate PID over the Additional Property not contiguous to the boundaries of any existing PID.

ARTICLE IV.
DEVELOPMENT FEES

Section 4.01 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's preliminary and final plat review and approval process (the "**Plat Review Fees**") according to

the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property.

Section 4.02 Plan Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and customary fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "**Plan Review Fees**") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and specifications. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property. Owner will also be responsible for fees equal to 4% of the infrastructure cost for public infrastructure inspection by the City's designated inspector, plus laboratory and material testing deemed necessary by the City's inspector.

Section 4.03 Impact Fees. The City acknowledges and agrees that Owner is providing certain capital improvements to the City at the cost of the Owner and, as consideration for such capital improvements, no water, sewer or road impact fees shall be charged on the first 250 single-family residences or equivalents constructed on the Property. For each single-family residence or equivalent constructed on the Property in excess of 250, the Owner shall pay, at the then-current rate, all water, sewer, and road impact fees charged by the City in accordance with Chapter 395, Texas Local Government Code.

Section 4.04 Park Land Dedication. Owner shall offer park land for dedication in the final plat to the City in accordance with the City's park dedication requirements in effect as of the Effective Date and the Owner's development plan. The current Park Land Dedication requirements are contained in Chapter 9, Article 8 of the Justin Code of Ordinances.

Section 4.05 Payment of Fees. Except for the fees set out above, no fees or charges of any kind are due and payable to the City in connection with the development of the Property so long as it remains in the extraterritorial jurisdiction of the City. When the Property is annexed into the City, Owner agrees to file an application for permanent zoning of the Property into a Planned Development as provided in the Comprehensive Zoning Ordinance and to pay the required fees for the zoning application, Plat Review Fees, utility fees, building fees and all other normal and customary fees of the City required for development of property in the City in effect at the time of such annexation.

ARTICLE V.
PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

Section 5.01 Retail Water Service. City retail water service shall be extended to the Property or to the portions of the Property located within the City's water CCN service area and the rates for the water shall be at the City's generally applicable in-city rates. Extension of the services shall be at the sole expense of the Owner and eligible for acquisition or reimbursement by the PID.

Section 5.02 Retail Sewer Service. Sanitary sewer service to the Property shall be provided by the City, provided that Owner constructs, at Owner's expense and eligible for

acquisition or reimbursement by the PID, all infrastructure determined by the City to be necessary to connect to the City's sewer system.

Section 5.03 Roadways.

(a) The Property is currently bordered on the east by FM 156 on the south by FM 407 (the "**Perimeter Roads**") and on the west by the City limits as they exist after the annexations provided for herein are complete. Owner shall construct improvements to the Perimeter Roads and dedicate right-of-way related to the Perimeter Roads to the City, as required by the Street Standards.

(b) Owner shall dedicate all right-of-way to the City and construct all internal roads within the boundaries of the Property in accordance with the Street Standards and the Drainage Standards (if applicable).

Section 5.04 Drainage. Owner shall construct drainage improvements on the Property in accordance with the Drainage Standards.

Section 5.05 Dedication, Ownership and Maintenance of Public Infrastructure; Capacity. Owner shall dedicate by final plat the Public Infrastructure to the City.

Section 5.06 Oversized Infrastructure. The Public Infrastructure shall include, but not be limited to, all water, wastewater, drainage facilities, storm water facilities, roadway infrastructure or other public infrastructure authorized by law necessary for, or for the service of and of benefit to, and located within the Property. Owner shall not be required to construct or fund, nor shall the proceeds of PID Bonds be used to fund, any oversizing of Public Infrastructure necessary to provide a benefit to land outside the Property or which exceeds the capacity needed to serve the Property, unless, at the completion of construction, the City pays the Owner in full the increased cost directly attributable to the oversizing requested by the City.

Section 5.07 Public Infrastructure funding through PID Bonds. The Owner will design, construct, and install the Public Infrastructure using funds advanced by Owner or the City will utilize lawfully available funds from PID Bond proceeds or Assessments for such construction; and the City will thereafter acquire the Public Infrastructure and reimburse Owner for any advances or, if PID Bond proceeds are available, the City will pay the estimated costs for the construction of Public Infrastructure using the proceeds of PID Bonds issued by the City and secured solely by special assessments levied on Property within the PID. However, this design, construction and installation in no way affects the rights of the City to determine and enforce the Governing Regulations, including but not limited to specifications as well as the inspection process. After inspection and acceptance, the City shall own and maintain all of the Public Infrastructure. The Public Infrastructure to be funded with Assessments and/or proceeds of PID Bonds may consist of any projects authorized by the PID Act.

ARTICLE VI.
PUBLIC IMPROVEMENT DISTRICTS; PID BONDS

Section 6.01 Creation and Levy of Assessments. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this

Agreement, to create any necessary PID or PIDs upon petition by the Owner or its designees or assigns, and to levy the Assessments associated with such PID or PIDs. For each PID, the Owner will prepare or cause to be prepared, and the City will approve the Service and Assessment Plan and Assessment Roll providing for the levy of the Assessments on the Property within such PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan acceptable to the Owner and the City and subject to City Council making findings that the Public Infrastructure confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance for each PID. The City agrees to follow the statutory procedures to consider the resolutions and ordinances necessary to create and allow the operation of the PIDs located within the Property and retain qualified engineering, assessment and legal professionals, including bond counsel, recommended by Owner for the operation and issuance of bonds by the PIDs. The expense of the professionals and the operations of each PID shall initially be borne by Owner and reimbursed or paid from the issuance of PID Bonds. The City Council shall have the right to engage issuer's counsel related to the issuance of PID Bonds, and such counsel's fees shall be payable from the issuance of PID Bonds. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

Section 6.02 Owner Obligations. Concurrently with the levy of the Assessment for any PID, the Owner shall approve and accept in writing the levy of the Assessment on all land owned by the Owner in such PID and shall approve and accept in writing the associated Home Buyer Disclosure Program and shall cause to be recorded against the applicable Property covenants running with the land that will bind any and all current and successor Owners and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

Section 6.03 PID Bond Issuance. Subject to the satisfaction of conditions set forth in this Section, the City may issue PID Bonds solely for the purposes of acquiring or constructing Public Infrastructure or any other purposes authorized by the PID Act. The Owner may request issuance of PID Bonds by any PID by filing with the City a list of the Public Infrastructure to be funded with the PID Bonds and the estimated costs of such Public Infrastructure. The Owner acknowledges that the City may require at that time a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The City shall use its best efforts to issue, in multiple series, across all PIDs created pursuant to this Agreement, the principal amount of PID Bonds that (a) are necessary for the purpose of financing the costs of the Public Infrastructure and paying associated costs as described herein, and (b) can be supported by assessments corresponding to an equivalent tax rate of up to $1.00 per $100 of assessed valuation within each PID, including the tax rate levied by the City, currently estimated to be a total equivalent aggregate tax rate of $3.05 per $100 of assessed valuation by all taxing entities and the PID or such other number agreed to by both the Owner and the City Council, provided this estimate is not binding on the City Council in its establishment of an ad valorem tax rate annually for the City. The issuance of PID Bonds by any PID is subject to the following conditions:

(a) the adoption or amendment of a Service and Assessment Plan, Assessment Roll, and an Assessment Ordinance;

(b) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Public Infrastructure or portions thereof for which such PID Bonds are being issued;

(c) delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Public Infrastructure increase the value of the property by an amount at least equal to the amount assessed against such property;

(d) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(e) the Owner is current on all taxes, assessments, fees and obligations to the City;

(f) the Owner is not in default under this Agreement;

(g) no outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

(h) review and approval by the City of the plats and construction plans for the Public Infrastructure;

(i) the PID Administrator has certified that the costs of the Public Infrastructure to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds;

(j) the Public Infrastructure to be financed by the PID Bonds have been or will be constructed according to the approved design specifications and construction standards imposed by this Agreement including any applicable Governing Regulations, confirmed by an engineering report from the City Engineer;

(k) the City has determined that the amount of proposed PID assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(l) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof;

(m) unless otherwise agreed to by the City, the PID Bonds shall be offered and sold only to qualified institutional buyers or accredited investors as such investors are defined in compliance with applicable securities laws;

(n) no information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City;

(o) simultaneous with closing the PID Bonds, Owner shall fund or cause the funding of the Public Infrastructure financed by the PID Bonds to the extent that the Public Infrastructure has not already been completed and paid for by Owner and, to the extent required by the City's Financial Advisor, in the event that the PID Bonds are insufficient to fund such Public Infrastructure, the Owner shall deposit funds necessary to complete the applicable Public Infrastructure in escrow with the Trustee for the applicable PID Bonds; and

(p) the Owner agrees to provide periodic information and notices of material events regarding the Owner as it relates to the development of the Property within any PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner in connection with the issuance of PID Bonds.

ARTICLE VII.
PAYMENTS FOR AUTHORIZED IMPROVEMENTS; INCIDENTAL INCOME; OWNERSHIP.

Section 7.01 Improvement Account of the Project Fund. The Improvement Account of the Project Fund for each issue of PID Bonds shall be administered and controlled by the City and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Indenture associated with the PID Bonds issued to finance property in such PID.

Section 7.02 Cost Overrun. If the total cost of the Public Infrastructure in the aggregate for a PID exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund, the Owner shall be solely responsible for the remainder of the costs of sueh Public Infrastructure, except as provided in **Section 7.03** below.

Section 7.03 Cost Underrun. Upon the final acceptance by City of any Public Infrastructure and payment of all outstanding invoices for such Public Infrastructure, if the actual costs of such Public Infrastructure is less than the budgeted costs (a "**Cost Underrun**"), any remaining budgeted amount will be available to pay Cost Overruns on any other Public Infrastructure for the associated PID. The City shall promptly confirm to the trustee of the PID Bonds issued to finance such Public Infrastructure that such remaining amounts are available to pay such Cost Overruns, and the City, with input from the Owner, will decide how to use such moneys to secure the payment and performance of thc work for other Public Infrastructure, if available.

Section 7.04 Remainder for Public Infrastructure. If funds remain in the Improvement Account of the Project Fund related to the PID Bonds issued by any PID after the completion of all Public Infrastructure and the payment of all Public Infrastructure Costs for such PID, then such funds shall thereafter be the exclusive property of the City and shall be used by the City for the purpose of paying or retiring the PID Bonds as provided in the related Indenture or Service and Assessment Plan, or any other use applicable and of benefit to the Property as provided by the PID Act or other law.

Section 7.05 Incidental Income. The City acknowledges that the Owner may construct, at the cost of the Owner, a water tower (the "**Water Tower**") to be dedicated to the City. In the event that the City should ever realize any incidental income from the Water Tower or any portion thereof unrelated to the primary function and services originally intended to be provided by Water Tower or applicable portion thereof (such as, by way of example and not limitation, any income received by the City for lease or license of a portion of the Water Tower for cellular and/or satellite relay, transmission facilities, or signage) other than statutory or regulatory permit fees or other similar fees collected by the City in the performance of a governmental function as opposed to a proprietary function, the City shall allocate and pay to the Owner fifty percent (50%) of such incidental income collected within in sixty (60) days following receipt thereof by the City. The Public Infrastructure funded by tax-exempt PID Bonds shall not be utilized to produce incidental income to private users unless the City first obtains, at its cost, an opinion of Bond Counsel stating that such use of the Public Infrastructure will not jeopardize the tax-exempt status of the relevant PID Bonds.

Section 7.06 Ownership; Maintenance and Operation. All of the Public Infrastructure shall be owned by the City upon completion of construction and acceptance of them by the City. The Owner agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements for the Public Infrastructure to the City and the public. Upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the City shall maintain and operate such Public Infrastructure to service the Property.

Section 7.07 No Limitation on City's Rights as the Retail Water and Wastewater Provider. Nothing in this **Article VII** is intended to limit any right the City has under its water and/or wastewater CCN as the retail provider of water and wastewater service to the Property.

ARTICLE VIII.
TERM OF AGREEMENT; TERMINATION

Section 8.01 The term of this Agreement shall be thirty (30) years after the Effective Date or upon issuance of the final series of PID Bonds to finance Public Infrastructure, whichever is longer, unless extended by mutual agreement of Owner and the City (as extended, the "**Term**"). Upon expiration of the Term, the City shall have no obligations under this Agreement with the exception of: (i) maintaining and operating the PID in accordance with the Service and Assessment Plan and the Indenture and (ii) the maintenance and operation of the Public Infrastructure.

Section 8.02 Termination of Agreement. This Agreement may be terminated as to all of the Property (a) at any time by mutual written consent of the City and Owner or for any uncured default in performance of the terms and conditions of this Agreement in accordance with **Article X**.

ARTICLE IX.
ANNEXATION

Section 9.01 Annexation.

(g) Owner shall, no later than October 1, 2016, submit a petition to the City requesting annexation of the Property.

(h) The City may not annex the Property until all of the conditions hereof are satisfied with respect to the Property. The City shall follow the annexation process set out in Section 43.061, et seq., of the Texas Local Government Code.

ARTICLE X.
EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

Section 10.02 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(i) entitle the aggrieved Party to terminate this Agreement; or

(j) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or

(k) adversely affect or impair the current or future obligations of the City to provide water service to any portion of the Property within its water CCN; or

(l) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(m) limit the Term.

ARTICLE XI.
ASSIGNMENT AND ENCUMBRANCE

Section 11.01 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned to such Assignee. A copy of each assignment shall be provided to all Parties. Provided that the Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the Owner will be released from any rights and obligations under this Agreement as to the portion of the Property involved in such assignment, effective upon receipt of a copy of the assignment by the City. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by consent to this Agreement by all lien holders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

Section 11.02 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner.

Section 11.03 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a

lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

Section 11.04 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

ARTICLE XII.
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

Section 12.01 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot and does not include a builder; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County's real property records; and (c) the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

Section 12.02 Releases. From time to time upon written request of Owner, the Mayor and City Manager, or designee of their choice, shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

Section 12.03 Estoppel Certificates. From time to time upon written request of Owner, the Mayor and the City Manager, or a designee of their choice, will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

ARTICLE XIII.
ADDITIONAL PROVISIONS

Section 13.01 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 13.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by e-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City:

City of Justin
Attn: Mayor
415 North College Ave.
Justin, Texas 76247
e-mail: gscott@cityofjustin.com

City of Justin
Attn: City Manager
415 North College Ave.
Justin, Texas 76247
e-mail: astathatos@cityofjustin.com

With a copy to:

Robert L. Dillard III
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard St.
Dallas, Texas 75201
e-mail: rdillard@njdhs.com

To the Owner:

Bloomfield Homes, L.P.
1050 E. Hwy 114, Ste. 210
Southlake, Texas 76092
Attention: Don Dykstra
e-mail: don@bloomfieldhomes.net

and

Justin Timberbrook, LLC
1050 E. Hwy 114, Ste. 210
Southlake, Texas 76092
Attention: Don Dykstra
e-mail: don@bloomfieldhomes.net

With a copy to:

Douglas Properties, Inc.
2309 Ave. K
Suite 100
Plano, TX 75074
e-mail: jim.douglasproperties@gmail.com

and

Ross Martin
Winstead PC
500 Winstead Building
2728 N. Harwood St.
Dallas, Texas 75201
e-mail: rmartin@winstead.com

Section 13.03 EFFECTIVE DATE. THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE CITY AFTER THE EFFECTIVE DATE. THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER.

Section 13.04 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly

authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171 et seq. of the Texas Local Government Code.

Section 13.05 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in **Section 2.01(b)**, this Agreement shall not be modified or amended except in writing signed by the City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Owner elects to terminate the Agreement pursuant to **Article VIII**.

Section 13.06 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Denton County.

Section 13.07 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 13.08 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 13.09 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the

force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

Section 13.10 Effective Date. This Agreement will become effective on the later to occur of: (a) approval and authorization of this Agreement by majority vote of a quorum of the Justin City Council following the fulfillment of all notice and public meeting requirements of Texas law; and (b) execution by Owner or Owner's duly authorized representative. If this Agreement is not signed by both Parties by July 31, 2016 it will be of no force and effect unless reapproved by the City Council.

Section 13.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 13.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 13.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Site Plan/Map of Property
Exhibit C	Subdivision Regulations
Exhibit D	Development Standards
Exhibit E	Street Standards
Exhibit F	Water and Sewer Standards
Exhibit G	Miscellaneous Conditions

Executed by the City and Owner to be effective on the Effective Date.

CITY OF JUSTIN

By: _____
Greg Scott, Mayor

ATTEST:

By: _____
Kim Strange, City Secretary

CITY OF JUSTIN, TEXAS

APPROVED AS TO FORM:

_____
Robert L. Dillard III, City Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the 18th day of April, 2016, by Greg Scott, Mayor of the City of Justin, Texas, on behalf of said city.

ROSS MARTIN
Notary Public
STATE OF TEXAS
My Comm. Exp. March 10, 2019

_____

OWNER:

BLOOMFIELD HOMES L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation,
its General Partner

By: _____
Donald J. Dykstra, President

JUSTIN TIMBERBROOK, LLC,
a Texas limited liability company

By: _____
Donald J. Dykstra, Manager

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 6 day of June, 2016, by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation, as General Partner of Bloomfield Homes, L.P., a Texas limited partnership, on behalf on behalf of said limited partnership.

BRENDA KAYE BERRY
Notary Public, State of Texas
My Commission Expires
February 11, 2019

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 6 day of June, 2016, by Donald J. Dykstra, Manager of Justin Timberbrook, LLC, a Texas limited liability company, on behalf on behalf of said limited liability company.

BRENDA KAYE BERRY
Notary Public, State of Texas
My Commission Expires
February 11, 2019

_____
Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF PROPERTY

TIMBERBROOK EXISTING
CITY OF JUSTIN ETJ
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the M. Garrett Survey, Abstract No. 439, the N. S. Hazelton Survey, Abstract No. 546, the H. McDonald Survey, Abstract No. 879, the W. M. Reed Survey, Abstract No. 1071, the W. W. Young Survey, Abstract No. 1444, the M.E.P. & P.R.R. Survey, Abstract No. 1477, and the R. W. Ferrell Survey, Abstract No. 1650, Denton County, Texas, being all of that certain called 77.19 acre tract described in a deed from Marvin G. Carter, Trustee or his successors in trust, under the Marvin and Ruth Ann Carter Living Trust, dated August 11, 2000 to Steward Holdings, L.P. on August 5, 2010 and recorded in Document No. 2010-78659 of the Deed Records of Denton County, Texas (DRDCT), part of those certain called 80 acre, 41 acre, and 22.5 acre tracts described in a deed from Marvin G. Carter, Trustee or his successors in trust, under the Marvin and Ruth Ann Carter Living Trust, dated August 11, 2000 to Carter Real Estate, LP on August 5, 2010 and recorded in Document Nos 2010-78661 and 2010-78662 (DRDCT), being all of that certain called 131.9 acre tract described in a deed from Marvin G. Carter, Trustee or his successors in trust, under the Marvin and Ruth Ann Carter Living Trust, dated August 11, 2000 to Carter Real Estate, LP on August 5, 2010 and recorded in Document No. 2010-78660 (DRDCT), part of that certain called 59.6650 acre tract described in a deed from Marvin G. Carter and wife, Ruth Ann Carter to Marvin G. Carter, Turstee of his successors in trust, under the Marvin and Ruth Ann Carter Living Trust, dated August 11, 2000 recorded in Volume 4924, Page 3697 (DRDCT), part of that certain remainder of called 44.438 acre tract described in a deed from Howard Young to Gary L. Place and wife, Darla K. Place on May 14, 1996 and recorded in Document No. 96-R0034979 (DRDCT), all of that certain called 35.0535 acre tract described in a deed from Republic Bank Dallas, N.A., Trustee to Gary Place on July 13, 1984 and recorded in Volume 1443, Page 975 (DRDCT), all of that certain tract of land described in a deed from Myrtle Pennington to Gary L. Place on January 30, 1981 and recorded in Volume 1058, Page 806 (DRDCT), all of that certain called 11.25 acre tract described in a deed from J. W. Sullivan and wife, Marie A. Sullivan to D. S. Donald on January 15, 1929 and recorded in Volume 224, Page 210 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the Southwest corner of said 59.6650 acre tract and the Southeast corner of a called 131.6291 acre tract described in a deed to Mary E. Smith, recorded in Volume 3038, Page 702 (DRDCT), and in the North right-of-way line of Farm-to-Market Highway No. 407 (90' public right of way);

THENCE North 00 deg. 25 min. 43 sec. West departing said North right-of-way line and continue along the East line of said 131.6291 acre tract and the West lines of said 59.6650 acre tract, a distance of 1412.69 feet;

THENCE North 82 deg. 33 min. 17 sec. East departing said East and West lines, a distance of 654.90 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2640.00 feet, a central angle of 9 deg. 53 min. 45 sec., and being subtended by a chord which bears North 09 deg. 02 min. 00 sec. West - 455.41 feet;

THENCE in a northerly direction along said curve to the right, a distance of 455.97 feet;

THENCE North 00 deg. 25 min. 43 sec. West non-tangent to said curve, a distance of 2736.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2640.00 feet, a central angle of 26 deg. 01 min. 14 sec., and being subtended by a chord which bears North 13 deg. 59 min. 29 sec. East - 1188.66 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 1198.94 feet to the North line of said 41 acre tract;

THENCE North 74 deg. 21 min. 14 sec. East along said North line and with a fence, a distance of 88.17 feet;

THENCE North 71 deg. 02 min. 07 sec. East along said North line, the North line of said 131.9 acre tract, and with a fence, a distance of 83.84 feet;

THENCE North 75 deg. 52 min. 49 sec. East along the North line of said 131.9 acre tract and with a fence, a distance of 225.33 feet;

THENCE North 80 deg. 02 min. 08 sec. East along said North line and with a fence, at 324.15 feet pass a Bois D' Arc fence corner and continue a total distance of 347.22 feet to the most northerly Northeast corner of said 131.9 acre tract, and being in the recognized East line of said W. M. Reed Survey and the West line of said W. W. Young Survey;

THENCE South 00 deg. 04 min. 18 sec. East along a North line of said 131.9 acre tract and the recognized East and West lines of said Surveys, a distance of 168.49 feet to a 10" cedar fence corner for an ell corner of said 131.9 acre tract, the Southwest corner of a called 1.1732 acre tract described in a deed to Gary Place recorded in Volume 1443, Page 975 (DRDCT), and said point being the recognized Southwest corner of said W. W. Young Survey and the most northerly Northwest corner of said M. Garrett Survey;

THENCE South 89 deg. 53 min. 56 sec. East along the North line of said 131.9 acre tract, North line of said 77.19 acre tract, the South line of said 1.1732 acre tract, and the recognized South line of said W. W. Young Survey, the North line of said M. Garrett Survey, and the North line of said H. McDonald Survey, a distance of 706.32 feet to a point in the centerline of Oliver Creek;

THENCE in a northwesterly direction along the centerline of said Oliver Creek the following forty-seven (47) courses:

North 51 deg. 15 min. 16 sec. East, a distance of 151.43 feet to a point;

North 52 deg. 27 min. 07 sec. East, a distance of 196.96 feet to a point;

North 40 deg. 16 min. 03 sec. East, a distance of 154.27 feet to a point;

North 42 deg. 51 min. 10 sec. East, a distance of 100.33 feet to a point;

North 77 deg. 17 min. 59 sec. East, a distance of 94.06 feet to a point;

South 73 deg. 35 min. 56 sec. East, a distance of 49.93 feet to a point;

North 87 deg. 18 min. 55 sec. East, a distance of 72.64 feet to a point;

North 69 deg. 58 min. 14 sec. East, a distance of 170.43 feet to a point;

North 61 deg. 45 min. 38 sec. East, a distance of 342.10 feet to a point;

North 45 deg. 09 min. 40 sec. East, a distance of 135.87 feet to a point;

North 48 deg. 22 min. 12 sec. East, a distance of 95.16 feet to a point;

South 88 deg. 00 min. 22 sec. East, a distance of 33.23 feet to a point;

South 51 deg. 06 min. 32 sec. East, a distance of 113.07 feet to a point;

South 45 deg. 09 min. 04 sec. East, a distance of 149.75 feet to a point;

South 64 deg. 04 min. 16 sec. East, a distance of 170.34 feet to a point;

South 82 deg. 58 min. 49 sec. East, a distance of 191.84 feet to a point;

North 61 deg. 17 min. 34 sec. East, a distance of 94.24 feet to a point;

North 20 deg. 00 min. 00 sec. East, a distance of 105.84 feet to a point;

North 11 deg. 44 min. 28 sec. East, a distance of 97.33 feet to a point;

North 29 deg. 09 min. 43 sec. East, a distance of 66.14 feet to a point;

North 72 deg. 48 min. 46 sec. East, a distance of 65.89 feet to a point;

North 84 deg. 08 min. 17 sec. East, a distance of 60.16 feet to a point;

South 60 deg. 01 min. 59 sec. East, a distance of 103.62 feet to a point;

South 40 deg. 07 min. 11 sec. East, a distance of 256.88 feet to a point;

South 51 deg. 54 min. 24 sec. East, a distance of 138.91 feet to a point;

South 82 deg. 48 min. 45 sec. East, a distance of 122.06 feet to a point;

North 70 deg. 21 min. 18 sec. East, a distance of 136.98 feet to a point;

North 57 deg. 07 min. 49 sec. East, a distance of 128.52 feet to a point;

South 88 deg. 18 min. 12 sec. East, a distance of 215.06 feet to a point;

North 87 deg. 33 min. 35 sec. East, a distance of 110.30 feet to a point;

North 67 deg. 52 min. 06 sec. East, a distance of 207.51 feet to a point;

North 08 deg. 48 min. 05 sec. East, a distance of 5.83 feet to a point;

North 62 deg. 35 min. 14 sec. East, a distance of 119.17 feet to a point;

North 54 deg. 18 min. 14 sec. East, a distance of 124.51 feet to a point;

North 62 deg. 18 min. 21 sec. East, a distance of 127.99 feet to a point;

North 14 deg. 24 min. 26 sec. East, a distance of 46.68 feet to a point;

North 53 deg. 29 min. 27 sec. East, a distance of 462.51 feet to a point;

North 45 deg. 52 min. 08 sec. East, a distance of 224.12 feet to a point;

North 26 deg. 02 min. 20 sec. East, a distance of 196.97 feet to a point;

North 41 deg. 40 min. 15 sec. East, a distance of 164.67 feet to a point;

North 59 deg. 45 min. 26 sec. East, a distance of 196.15 feet to a point;

North 89 deg. 38 min. 11 sec. East, a distance of 72.18 feet to a point;

South 66 deg. 12 min. 45 sec. East, a distance of 104.63 feet to a point;

South 52 deg. 47 min. 32 sec. East, a distance of 100.44 feet to a point;

South 80 deg. 30 min. 56 sec. East, a distance of 154.09 feet to a point;

South 62 deg. 10 min. 20 sec. East, a distance of 281.52 feet to a point;

South 43 deg. 45 min. 32 sec. East, a distance of 57.60 feet to a point;

THENCE North 88 deg. 11 min. 41 sec. East departing said centerline, a distance of 139.80 feet to 1/2" iron rod found for the Southwest corner of a called 20.000 acre tract described in a deed to Brad and Jessica Judge recorded in Document No. 2006-113979 DRDCT, the Southeast corner of a called 33.616 acre tract described in a deed to the Lobsinger Family Trust recorded in

Document No. 2008-93313 DRDCT, and being in the North line of said Gary L. Place tract recorded in Volume 1058, Page 806 (DRDCT);

THENCE North 88 deg. 38 min. 53 sec. East along the North line of said Gary L. Place tract and the South line of said 20.000 acre tract, a distance of 378.60 feet to an old fence intersection for the Northwest corner of a called 38.494 acre tract described in a deed to Gary Lyn Place recorded in Volume 4889, Page 892 (DRDCT), from which a 1/2" iron rod found for the Southeast corner of said 20.000 acre tract bears North 88 deg. 38 min. 53 sec. East - 35.73 feet;

THENCE in a southeasterly direction along the North line of said Gary L. Place tract, the West and South lines of said 38.494 acre tract and generally with a fence the following nine (9) courses:

South 01 deg. 33 min. 02 sec. West, a distance of 78.50 feet to a 30" Hackberry;

South 54 deg. 40 min. 59 sec. East, a distance of 144.58 feet to a 24" Elm;

South 01 deg. 44 min. 42 sec. West, a distance of 367.88 feet;

South 19 deg. 25 min. 18 sec. East, a distance of 480.95 feet;

South 58 deg. 15 min. 18 sec. East, a distance of 147.50 feet;

South 68 deg. 25 min. 18 sec. East, a distance of 194.30 feet;

South 66 deg. 15 min. 18 sec. East, a distance of 194.00 feet;

South 73 deg. 00 min. 18 sec. East, a distance of 184.60 feet;

South 83 deg. 45 min. 18 sec. East, a distance of 211.20 feet to the Northwest corner of a called 1.058 acre tract described in a deed to Gary L. Place recorded in Volume 1066, Page 226 (DRDCT);

THENCE in a southeasterly direction along the North line of said Gary L. Place tract and the West and South line of said 1.058 acre tract the following six (6) courses:

South 43 deg. 14 min. 42 sec. West, a distance of 26.50 feet;

South 11 deg. 45 min. 18 sec. East, a distance of 29.60 feet;

South 62 deg. 59 min. 18 sec. East, a distance of 195.20 feet;

South 35 deg. 37 min. 18 sec. East, a distance of 116.90 feet;

South 31 deg. 59 min. 42 sec. West, a distance of 79.40 feet;

South 42 deg. 46 min. 18 sec. East, a distance of 105.55 feet to the South corner of said 1.058 acre tract, the Northeast corner of said Gary L. Place tract, and being in the recognized West right-of-way line of said Farm to Market Highway No. 156 (variable right-of-way width);

THENCE South 05 deg. 15 min. 17 sec. West along said West right-of-way line, a distance of 645.70 feet to the South line of said 44.438 acre tract and the North line of a called 15.395 acre tract described in a deed to P & C Machine Works, Inc. recorded in Document No. 96-R0034981 (DRDCT), from which a 1/2" iron rod found for the Southeast corner of said 44.438 acre tract (by deed calls) and the Northeast corner of said 15.395 acre tract (by deed calls) bears South 88 deg. 15 min. 18 sec. East - 5.15 feet;

THENCE North 88 deg. 15 min. 18 sec. West along said North and South lines, at 1458.56 feet pass a 1/2" iron rod found for an ell corner of said 44.438 acre tract and the Northwest corner of said 15.395 acre tract, continue a total distance of 2837.71 feet to the East line of a called 7.910 acre tract described in a deed to David and Heather Stone recorded in Document No. 2013-92970 (DRDCT) and being in the West line of said 44.438 acre tract;

THENCE North 00 deg. 31 min. 26 sec. East along the East line of said 7.910 acre tract and the West line of said 44.438 acre tract, at 123.76 feet pass a 1/2" iron rod found in the East line of Ridgeview Estates recorded in Cabinet N, Page 398 of the Plat Records of Denton County, Texas (PRDCT) and continue a total distance of 440.94 feet to a 60D nail found for the Northwest corner of said 44.438 acre tract, the Northeast corner of said Ridgeview Estates, being in the South line of said tract of land to Gary L. Place recorded in Volume 1058, Page 806 (DRDCT), being in the recognized South line of said N. S. Hazelton Survey, and the recognized North line of said M.E.P. & P.R.R. Survey;

THENCE North 88 deg. 13 min. 32 sec. West along the North line of said Ridgeview Estates, the South line of said Gary L. Place tract, and the recognized North and South lines of said Surveys, a distance of 1555.09 feet to a 3/8" iron rod found for the Northwest corner of said Ridgeview Estates, the Southwest corner of said Gary L. Place tract, being in the East line of said 11.25 acre tract, being the recognized Southwest corner of said N. S. Hazelton Survey and the East line of said R. W. Terrell Survey;

THENCE South 00 deg. 24 min. 46 sec. West along the East line of said 11.25 acre tract, the West line of said Ridgeview Estates, and the recognized East line of said R. W. Terrell Survey, a distance of 965.92 feet to a 1/2" capped iron rod found stamped "3638" for the Southeast corner of said 11.25 acre tract and an ell corner of said Ridgeview Estates;

THENCE North 89 deg. 31 min. 56 sec. West departing said Survey line and continue along the South line of said 11.25 acre tract, the most westerly North line of said Ridgeview Estates, a distance of 394.61 feet to a fence corner for the Southwest corner of said 11.25 acre tract, the most westerly Northwest corner of said Ridgeview Estates, and being in the East line of said 77.19 acre tract;

THENCE South 05 deg. 15 min. 18 sec. West along the West line of said 77.19 acre tract and the West line of said Ridgeview Estates, a distance of 21.76 feet to a Bois D' Arc fence corner for the Southeast corner of said 77.19 acre tract and the Northeast corner of a called 82.044 acre tract described in a deed to Peggy Ihnfeldt recorded in Document No. 2004-116851 (DRDCT);

THENCE North 89 deg. 54 min. 49 sec. West along the South line of said 77.19 acre tract and the North line of said 82.044 acre tract, a distance of 1415.75 feet to a 1/2" iron pipe found for the Northwest corner of said 82.044 acre tract and the Northeast corner of said 80 acre tract;

THENCE South 00 deg. 18 min. 00 sec. East along the West line of said 82.044 acre tract and the East line of said 80 acre tract, a distance of 2692.74 feet to a bolt found for the Southwest corner of said 82.044 acre tract and the Southeast corner of said 80 acre tract;

THENCE South 89 deg. 28 min. 31 sec. West along the South line of said 80 acre tract, a distance of 1285.80 feet to the Southwest corner of same and being in the East line of said 131.9 acre tract;

THENCE South 00 deg. 32 min. 43 sec. East along the East line of said 131.9 acre tract, a distance of 1861.38 feet to a 100D nail found in the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 25 min. 25 sec. West departing said East line and continuing along said North right-of-way line, a distance of 963.70 feet to a the West line of said 131.9 acre tract and being the Southeast corner of a called 4.05 acre tract described in a deed to William D. Mitchell recorded in Volume 2292, Page 269 (DRDCT);

THENCE North 00 deg. 32 min. 43 sec. West departing said North right-of-way line and continuing along the West line of said 131.9 acre tract and the East line of said 4.05 acre tract, a distance of 588.87 feet to a the Northeast corner of said 4.05 acre tract and the most easterly Southeast corner of said 59.6650 acre tract;

THENCE South 89 deg. 24 min. 25 sec. West along the North line of said 4.05 acre tract, the North line of a called 3.0 acre tract in said deed recorded in Volume 2292, Page 269 (DRDCT), and a South line of said 59.6650 acre tract, a distance of 522.50 feet to a 5/8" iron rod found "bent" for the Northwest corner of said 3.0 acre tract and an ell corner of said 59.6650 acre tract;

THENCE South 00 deg. 32 min. 43 sec. East along the West line of said 3.0 acre tract, an East line of said 59.6650 acre tract, a distance of 588.72 feet to a the Southwest corner of said 3.0 acre tract, the most southerly Southeast corner of said 59.6650 acre tract, and being in the North right-of-way line of said Farm-to-Market Highway No. 407;

THENCE South 89 deg. 25 min. 25 sec. West along the South line of said 59.6650 acre tract and said North right-of-way line, a distance of 480.30 feet to the POINT OF BEGINNING, containing 24,313,685 square feet or 558.165 acres of land, more or less.

TIMBERBROOK EXISTING
CITY OF JUSTIN CITY LIMITS
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the M.E.P. & P.R.R. Survey, Abstract No. 1477, City of Justin, Denton County, Texas, being part of that certain remainder of called 44.438 acre tract described in a deed from Howard Young to Gary L. Place and wife, Darla K. Place on May 14, 1996 and recorded in Document No. 96-R0034979 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod found for an ell corner of said 44.438 acre tract and being the Northwest corner of a called 15.395 acre tract described in a deed to P & C Machine Works, Inc. recorded in Document No. 96-R0034981 (DRDCT);

THENCE South 10 deg. 56 min. 44 sec. East along the most southerly East line of said 44.438 acre tract and the West line of said 15.395 acre tract, a distance of 497.81 feet to a 1/2" iron rod found for the most southerly Southeast corner of said 44.438 acre tract, the Southwest corner of said 15.395 acre tract, being in the recognized South line of said M.E.P. & P.R.R. Survey and the recognized North line of the Wilson Survey, Abstract No. 1358;

THENCE North 88 deg. 43 min. 58 sec. West along the South line of said 44.438 acre tract, and the North and South lines of said Surveys, a distance of 670.17 feet to a 5/8" iron rod found;

THENCE North 00 deg. 07 min. 01 sec. East departing said North and South Survey lines and continue along the South line of said 44.438 acre tract, a distance of 72.33 feet to a 5/8" iron rod found;

THENCE North 88 deg. 51 min. 24 sec. West along said South line, a distance of 107.69 feet to the Southeast corner of a called 1.904 acre tract described in a deed to Sandra Copp recorded in Volume 4070, Page 1426 (DRDCT);

THENCE North 00 deg. 29 min. 49 sec. East departing said South line and continue along the East line of said 1.904 acre tract, a distance of 75.15 feet to a 1/2" iron rod found for the Northeast corner of same;

THENCE North 89 deg. 00 min. 55 sec. West along the North line of said 1.904 acre tract, a distance of 699.50 feet to the Northwest corner of same, and being in the East line of a called 7.910 acre tract described in a deed to David and Heather Stone recorded in Document No. 2013-92970 (DRDCT), and being in the West line of said 44.438 acre tract;

THENCE North 00 deg. 31 min. 26 sec. East along the East line of said 7.910 acre tract and the West line of said 44.438 acre tract, a distance of 354.30 feet;

THENCE South 88 deg. 15 min. 18 sec. East departing said East and West lines, a distance of 1379.16 feet to the POINT OF BEGINNING, containing 593,353 square feet or 13.622 acres of land, more or less.

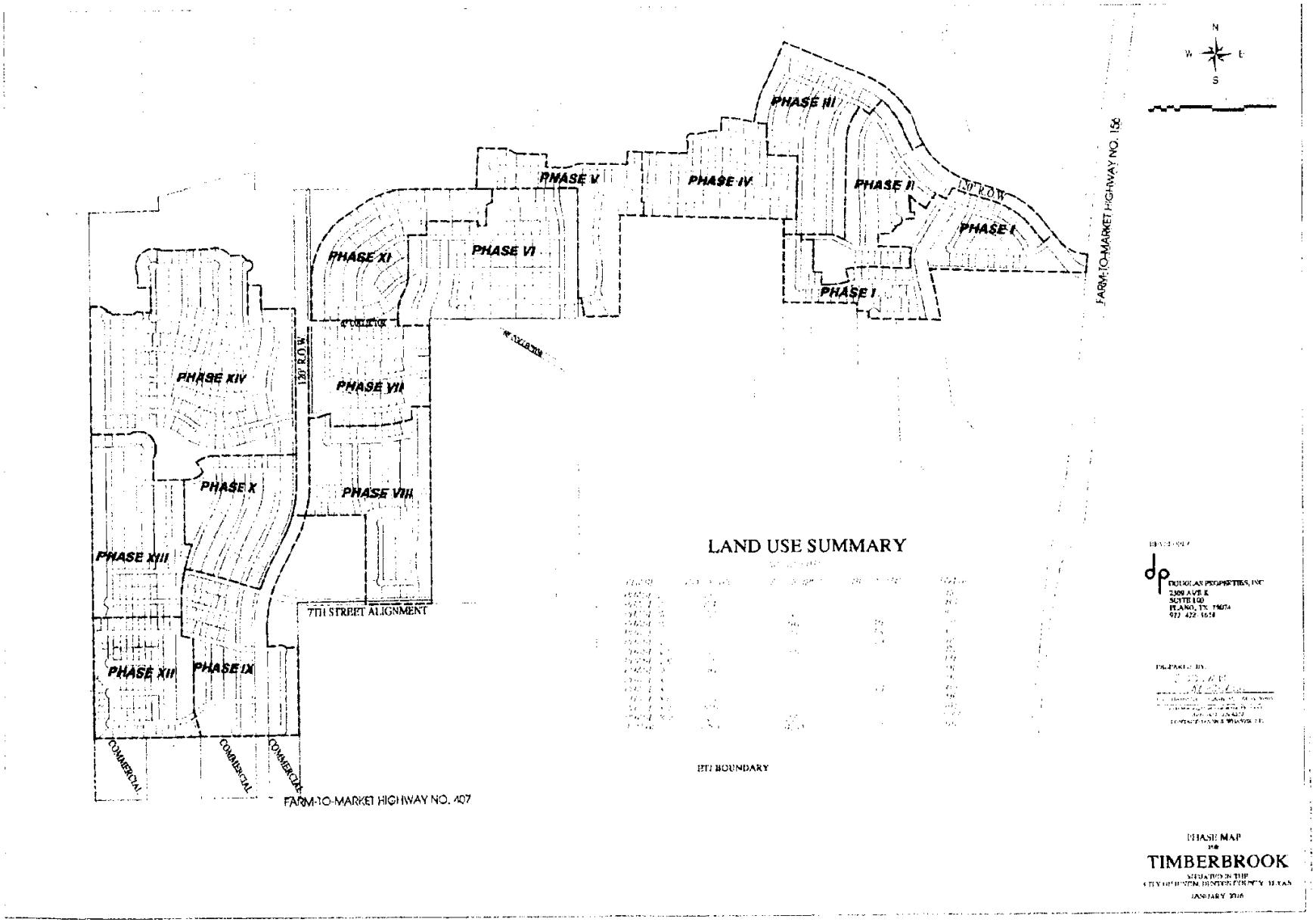

PHASE III
PHASE II
PHASE I
PHASE IV
PHASE V
PHASE VI
PHASE XI
PHASE VII
PHASE VIII
PHASE XIV
PHASE X
PHASE XIII
PHASE XII
PHASE IX
120' R.O.W.
100' R.O.W.
7TH STREET ALIGNMENT
FARM-TO-MARKET HIGHWAY NO. 150
FARM-TO-MARKET HIGHWAY NO. 407
COMMERCIAL
COMMERCIAL
COMMERCIAL
N
W
E
S
LAND USE SUMMARY
DOUGLAS PROPERTIES, INC
2309 AVE K
SUITE 100
PLANO, TX 75074
972 422 1650
ETJ BOUNDARY
PHASE MAP
TIMBERBROOK
JANUARY 2016

EXHIBIT C
SUBDIVISION REGULATIONS

The Subdivision Regulations of the City of Justin shall apply to development of the Property, except as modified as follows:

All water and sanitary sewer plans shall comply with the City's water and sewer Master Plan and be approved by the City Engineer or designee.

All water and sanitary sewer plans, specifications, and construction shall comply with Texas Commission on Environmental Quality requirements 30 TAC Chapter 290, Subchapter D; Rules and Regulations for Public Water Systems (as amended) and Chapter 217: Design Criteria for Domestic Wastewater Systems (as amended)

EXHIBIT D
DEVELOPMENT CONDITIONS

CONDITIONS FOR DEVELOPMENT AGREEMENT

I. **GENERAL CONDITIONS:**

Lot Size *(Minimum)*	
Lot Area (sq. ft.)	7,000
Lot Width (feet)	60
Lot width of corner Lots (feet)	65
Lot Depth (feet)	100
Lot Depth of Double Front Lots (feet)	110
Dwelling Regulations (Minimum Square Footage)	
All Homes will be a minimum of	1,600 with no more than 25% less than 2,000
Yard Requirements	
Front Yard minimum (feet)	20
Side Yard minimum (feet)	5
Side Yard of Corner Lots minimum (feet)	10
Side Yard of Corner Lots (feet) on key lots	20
Rear Yard minimum (feet)	15
Rear Yard Double Front Lots minimum (feet)	20
Lot Coverage maximum	50%
House Requirements	
Main Structure maximum Height (feet)	40
Accessory Structure Height maximum (feet)	14
Masonry Percentage minimum	70%
Roof Pitch maximum	6/12

II. **SPECIAL CONDITIONS:**

1. Three-tab roofing shall not be permitted.
2. No alleys shall be required and garage doors may face the street.
3. Developer shall install a 6-foot masonry wall or a 6-foot high decorative iron fence with living screen where lots back to a roadway with a 4-foot sidewalk back of curb. Lots which back onto parkland shall provide a 4-foot high decorative iron fence of uniform design. Lots which back onto park land shall provide a decorative iron fence of uniform design to be approved by the Owner and be installed by the homebuilder.
4. The Development Plan attached as Exhibit "C" shall serve as the Preliminary Plat.
5. Hike & Bike Trails shall be installed in the Flood Plain and Flood Way.
6. Homes shall be set back 150 feet from existing well heads.

7. Any trees in right-of-ways, easements, house pads, 10 feet from the house pad, future roads shall not be mitigated. Any trees planted on lots, medians, landscape buffers, and private or public open space should count for mitigated trees.
8. The only City Fees that will be paid with this project will be water fees, certificate of occupancy fees and building fees.
9. Water services shall be allowed to tap up to a 12-inch water line when applicable.
10. Bull head water taps shall be allowed.
11. Roll over curbs will be allowed.
12. All lot purchasers will be required by deed to be members of a homeowners' association.

EXHIBIT E
STREET STANDARDS

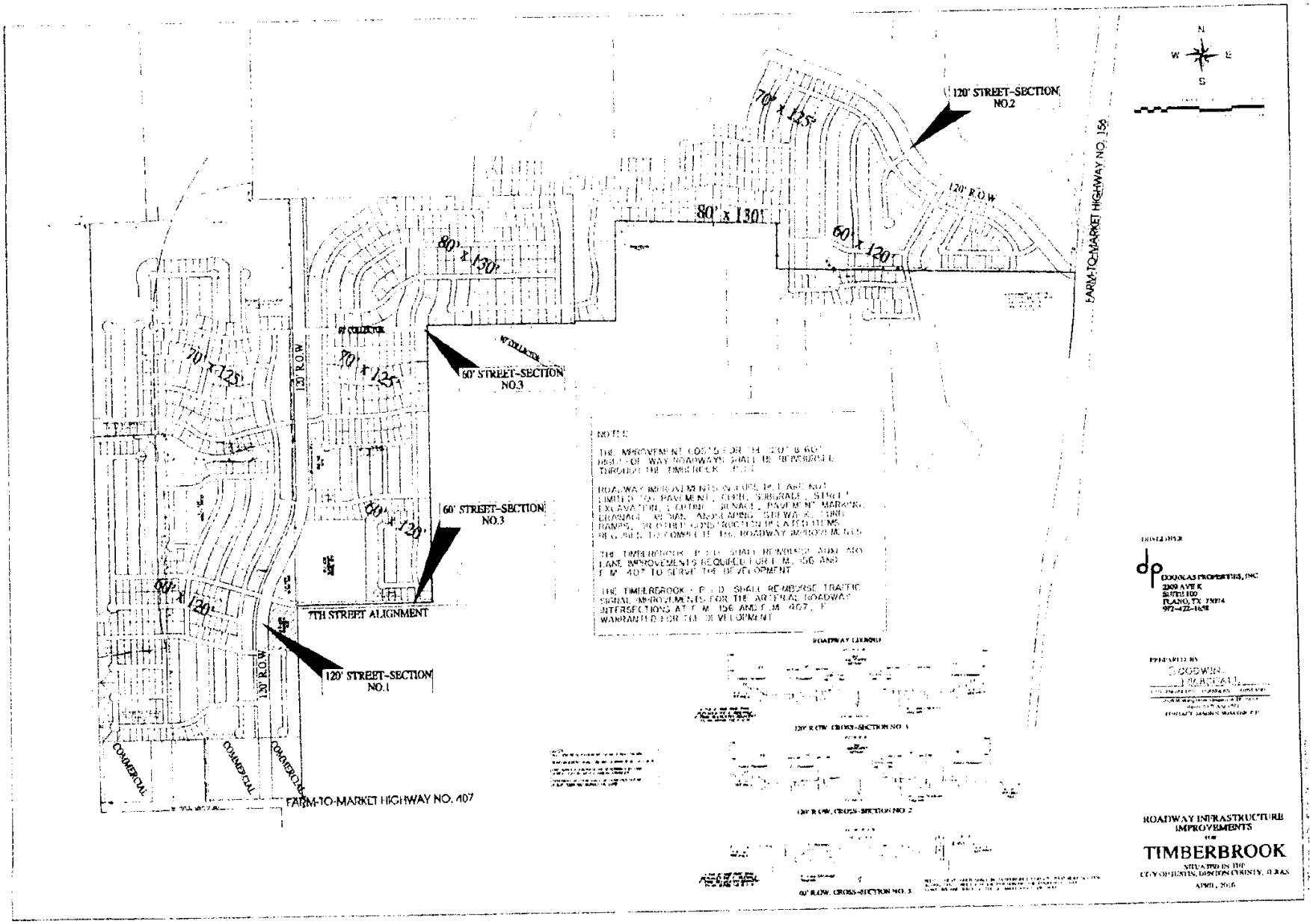
The Subdivision Regulations shall apply to the development of the Property, except as modified as follows:

Arterial road No. 1 coming off FM 407 (the "FM 407 Arterial Road") shall be two interior lanes and a dedicated turn lane with 120 feet of dedicated right-of-way for future expansion to the exterior of the road. All paving or other improvements for the FM 407 Arterial Road shall be financed by Assessments or the proceeds of PID Bonds to the extent allowed by law. The additional right-of-way necessary for the FM 407 Arterial Road shall also be financed by PID Assessments or the proceeds of PID Bonds to the extent allowed by law.

Arterial road No. 2 coming off FM 156 (the "FM 156 Arterial Road") shall be two interior lanes and a dedicated turn lane with 120 feet of dedicated right-of-way for future expansion to the exterior of the road. All paving or other improvements for the FM 156 Arterial Road shall be financed by Assessments or the proceeds of PID Bonds to the extent allowed by law. The additional right-of-way necessary for the FM 156 Arterial Road shall be financed by PID Assessments or the proceeds of PID Bonds to the extent allowed by law.

In constructing the roads subject to the Agreement, the Owner shall comply with any applicable standards of the City, the County, the State of Texas, and the United States of America (including any agency thereof) with respect to safety requirements and compliance with the Americans with Disabilities Act in force at the time of construction of such road.

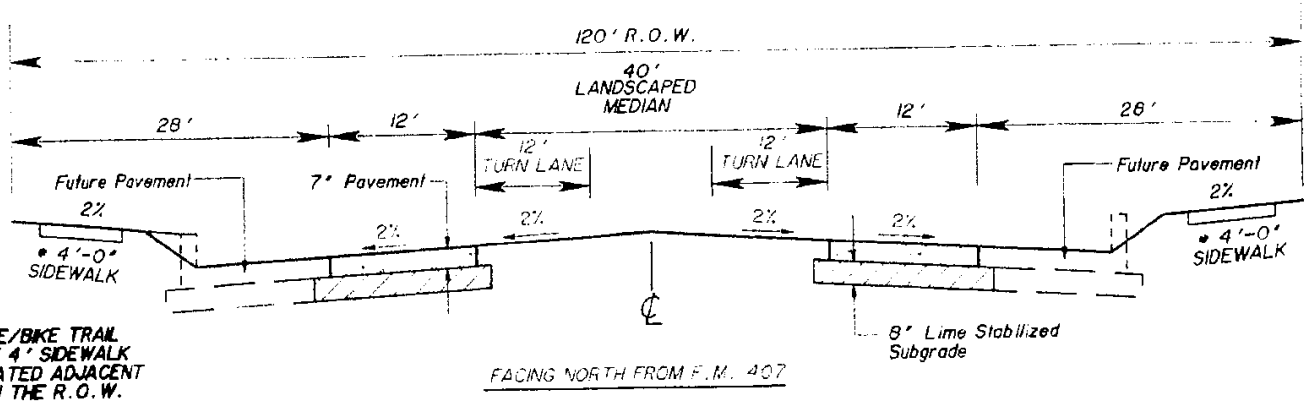
Street sections for each class of street are shown in the following Exhibits. Reinforcing steel used in street paving shall not be smaller than #3 bars.


120' STREET-SECTION NO.2
70' x 125'
120' R.O.W
80' x 130'
60' x 120'
FARM-TO-MARKET HIGHWAY NO. 156
80' x 130'
80' COLLECTOR
70' x 125'
150' R.O.W
60' STREET-SECTION NO.3
60' x 120'
7TH STREET ALIGNMENT
120' STREET-SECTION NO.1
130' R.O.W
COMMERCIAL
COMMERCIAL
COMMERCIAL
FARM-TO-MARKET HIGHWAY NO. 407
N
W
E
S
DOUGLAS PROPERTIES, INC
2309 AVE K
SUITE 100
PLANO, TX 75074
972-422-1658
GOODWIN
MARSHALL
ROADWAY INFRASTRUCTURE IMPROVEMENTS
TIMBERBROOK
SITUATED IN THE
CITY OF FRISCO, DENTON COUNTY, TEXAS
APRIL, 2016

NOTES:
ALL CONCRETE PAVEMENT TO BE 3,600 PSI MIN.

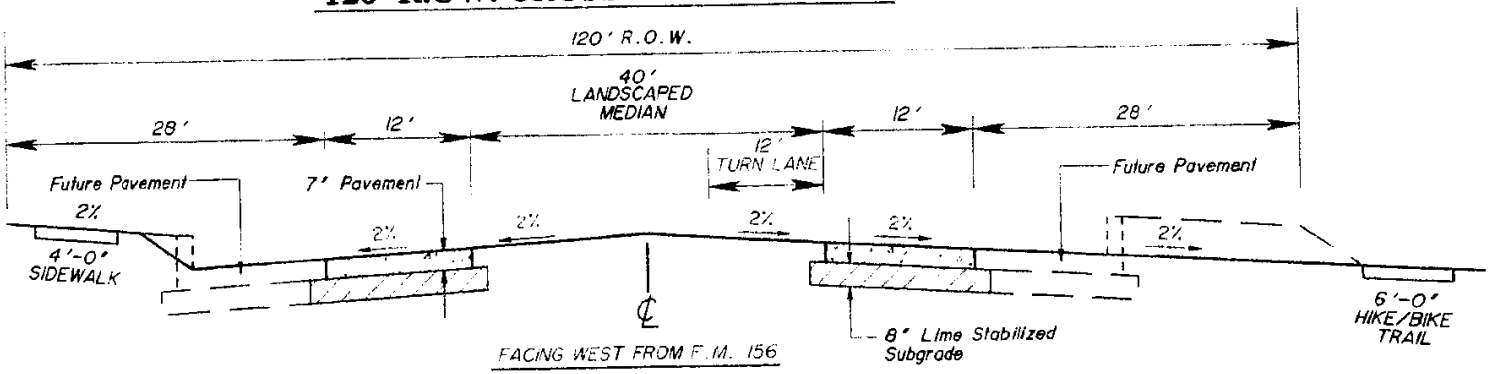
REINFORCEMENT SHALL BE NO. 3 BARS @ 18' O.C.B.W.

LIME APPLICATION RATE AS DETERMINED BY LIME SERIES TEST BY GEOTECHNICAL ENGINEER.



* THE 6' HIKE/BIKE TRAIL REPLACES THE 4' SIDEWALK IF TRAIL IS LOCATED ADJACENT TO OR WITHIN THE R.O.W.

120' R.OW. CROSS-SECTION NO. 1



120' R.OW. CROSS-SECTION NO. 2

TIMBERBROOK STANDARD 120' R.O.W. - ARTERIAL STREET DETAILS

NTS

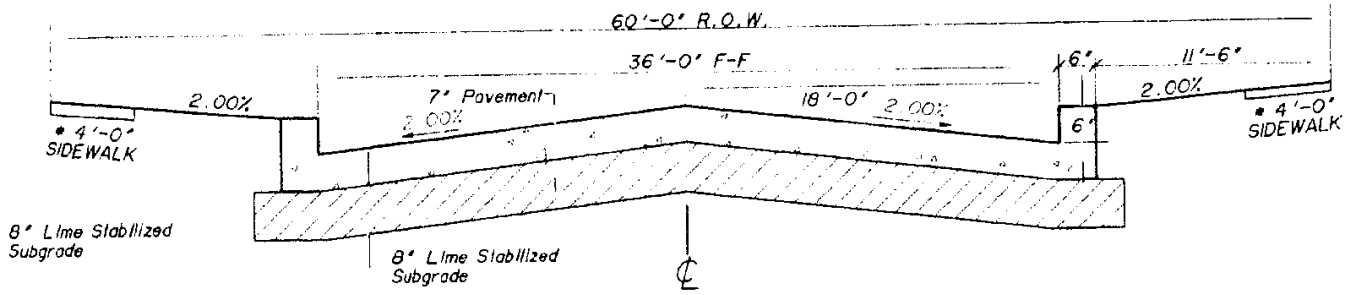
NOTES:
ALL CONCRETE PAVEMENT TO BE 3,600 PSI MIN.

REINFORCEMENT SHALL BE NO. 3 BARS @ 18" O.C.B.W.

LIME APPLICATION RATE AS DETERMINED BY LIME SERIES TEST BY GEOTECHNICAL ENGINEER.

PAVEMENT SECTION SHALL BE CONSTRUCTED WITH A SLIP FORM AND MONOLITHIC CURB.

* THE 6' HIKE/BIKE TRAIL REPLACES THE 4' SIDEWALK IF TRAIL IS LOCATED ADJACENT TO OR WITHIN THE R.O.W.



60' R.OW. CROSS-SECTION

NOTE: DEVELOPER SHALL BE RESPONSIBLE FOR 25' PAVEMENT SECTION ALONG 7TH STREET FOR THE PORTION OF THE PROPERTY THAT CONTAINS ONE-HALF OF THE ULTIMATE RIGHT-OF-WAY.

TIMBERBROOK STANDARD 60' R.O.W. - COLLECTOR STREET DETAILS

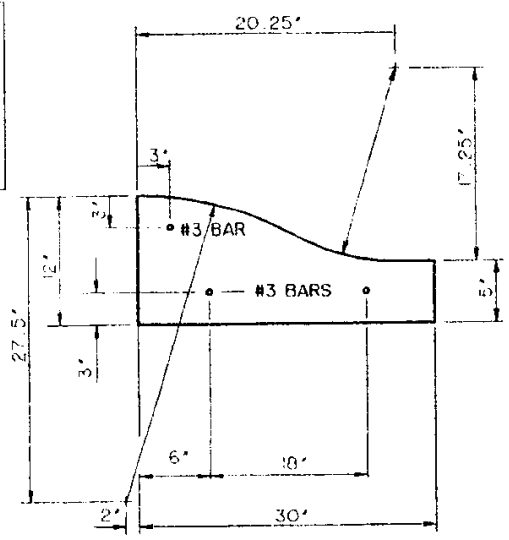
NTS

NOTES:
ALL CONCRETE PAVEMENT TO BE 3,600 PSI MIN.

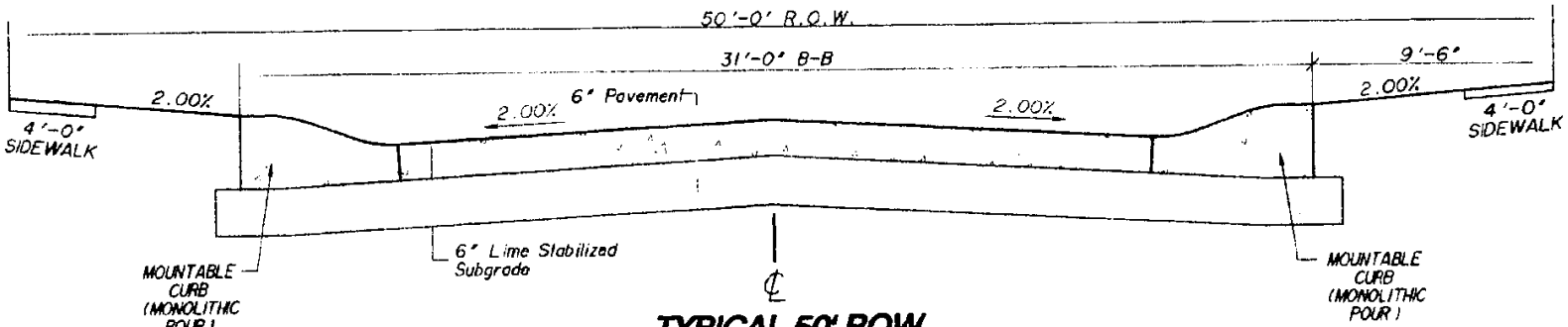
REINFORCEMENT SHALL BE NO. 3 BARS @ 18" O.C.B.W.

LIME APPLICATION RATE AS DETERMINED BY LIME SERIES TEST BY GEOTECHNICAL ENGINEER.

PAVEMENT SECTION SHALL BE CONSTRUCTED WITH A SLIP FORM AND MONOLITHIC CURB.



MOUNTABLE CURB DETAIL
NTS



TYPICAL 50' ROW ROOF TOP CROWN CROSS SECTION
NTS

TIMBERBROOK STANDARD 50' R.O.W. - RESIDENTIAL STREET DETAILS
NTS

EXHIBIT F
WATER AND SEWER STANDARDS

The Subdivision Regulations shall apply to the development of the Property, except as modified as follows:

WATER

Water line B along FM 156 shall be financed by Assessments or the proceeds of PID Bonds to the extent it is sized to provide service to the Property.

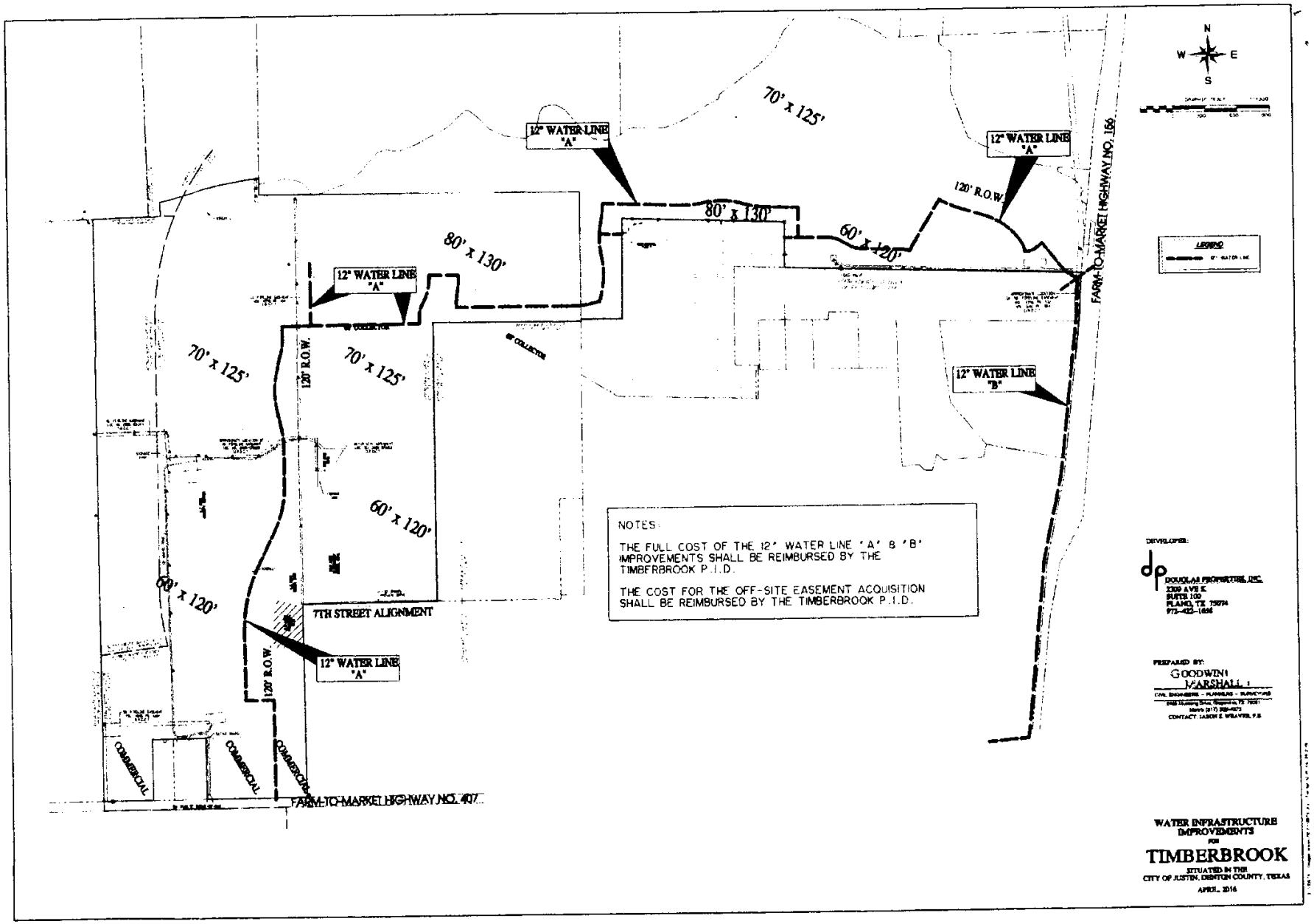
Water line A is internal to the development and shall be financed by Assessments or the proceeds of PID Bonds.

The twelve inch on-site water lines may be tapped to serve the Property. Bull head services and taps are permitted within the Property.

SEWER

Sewer line C along FM 407 and the 6" force main along FM 156 shall be financed by Assessments or the proceeds of PID Bonds to the extent allowed by law.

The City will participate in any oversizing of sewer line B and the increase in capacity of the lift station up and above what is needed to serve the Property through payment of oversizing costs at the time of construction of sewer line B. More analysis is needed by the engineer to determine the estimated costs of the City's proportionate share.


12" WATER LINE "A"
12" WATER LINE "A"
12" WATER LINE "A"
12" WATER LINE "A"
12" WATER LINE "B"
70' x 125'
80' x 130'
80' x 130'
60' x 120'
70' x 125'
70' x 125'
60' x 120'
60' x 120'
120' R.O.W.
120' R.O.W.
120' R.O.W.
7TH STREET ALIGNMENT
FARM-TO-MARKET HIGHWAY NO. 156
FARM-TO-MARKET HIGHWAY NO. 407
COMMERCIAL
COMMERCIAL
COMMERCIAL
NOTES:
THE FULL COST OF THE 12" WATER LINE 'A' & 'B' IMPROVEMENTS SHALL BE REIMBURSED BY THE TIMBERBROOK P.I.D.
THE COST FOR THE OFF-SITE EASEMENT ACQUISITION SHALL BE REIMBURSED BY THE TIMBERBROOK P.I.D.
N
W
E
S
LEGEND
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 105
PLANO, TX 75074
972-422-1656
PREPARED BY:
GOODWIN MARSHALL
CONTACT: JASON E. WILLIAMS, P.E.
WATER INFRASTRUCTURE IMPROVEMENTS
FOR
TIMBERBROOK
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS
APRIL, 2016

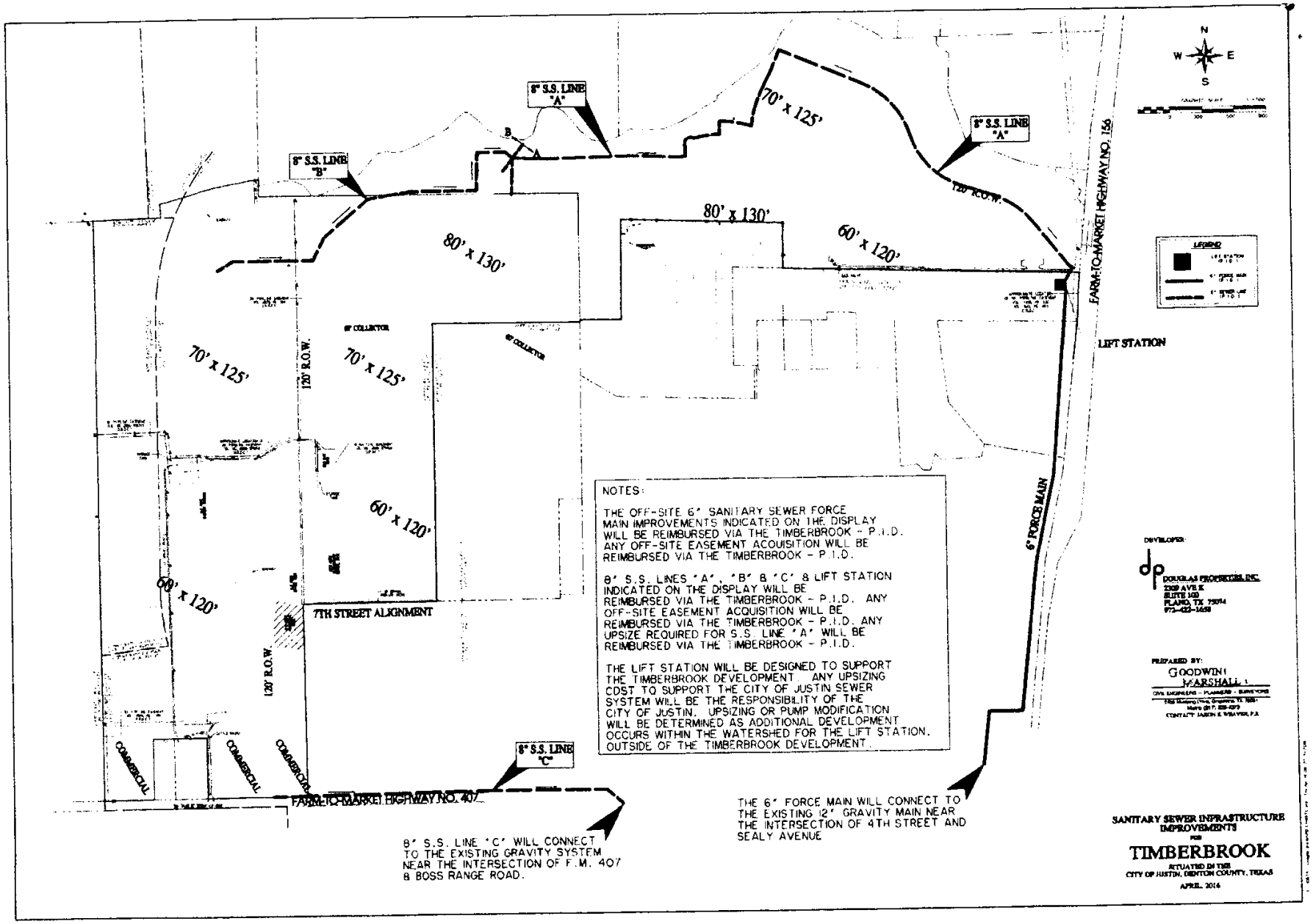

8" S.S. LINE "A"
8" S.S. LINE "B"
8" S.S. LINE "A"
8" S.S. LINE "C"
70' x 125'
80' x 130'
80' x 130'
60' x 120'
70' x 125'
70' x 125'
60' x 120'
60' x 120'
120' R.O.W.
120' R.O.W.
120' R.O.W.
80' COLLECTOR
80' COLLECTOR
7TH STREET ALIGNMENT
FARM-TO-MARKET HIGHWAY NO. 407
FARM-TO-MARKET HIGHWAY NO. 156
COMMERCIAL
COMMERCIAL
COMMERCIAL
6" FORCE MAIN
LIFT STATION
N
W
E
S
LEGEND
NOTES:
THE OFF-SITE 6" SANITARY SEWER FORCE MAIN IMPROVEMENTS INDICATED ON THE DISPLAY WILL BE REIMBURSED VIA THE TIMBERBROOK - P.I.D. ANY OFF-SITE EASEMENT ACQUISITION WILL BE REIMBURSED VIA THE TIMBERBROOK - P.I.D.
8" S.S. LINES "A", "B" & "C" & LIFT STATION INDICATED ON THE DISPLAY WILL BE REIMBURSED VIA THE TIMBERBROOK - P.I.D. ANY OFF-SITE EASEMENT ACQUISITION WILL BE REIMBURSED VIA THE TIMBERBROOK - P.I.D. ANY UPSIZE REQUIRED FOR S.S. LINE "A" WILL BE REIMBURSED VIA THE TIMBERBROOK - P.I.D.
THE LIFT STATION WILL BE DESIGNED TO SUPPORT THE TIMBERBROOK DEVELOPMENT. ANY UPSIZING COST TO SUPPORT THE CITY OF JUSTIN SEWER SYSTEM WILL BE THE RESPONSIBILITY OF THE CITY OF JUSTIN. UPSIZING OR PUMP MODIFICATION WILL BE DETERMINED AS ADDITIONAL DEVELOPMENT OCCURS WITHIN THE WATERSHED FOR THE LIFT STATION, OUTSIDE OF THE TIMBERBROOK DEVELOPMENT.
8" S.S. LINE "C" WILL CONNECT TO THE EXISTING GRAVITY SYSTEM NEAR THE INTERSECTION OF F.M. 407 & BOSS RANGE ROAD.
THE 6" FORCE MAIN WILL CONNECT TO THE EXISTING 12" GRAVITY MAIN NEAR THE INTERSECTION OF 4TH STREET AND SEALY AVENUE
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 150
PLANO, TX 75074
972-422-1650
PREPARED BY:
GOODWIN MARSHALL
SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS
FOR
TIMBERBROOK
SITUATED IN THE CITY OF JUSTIN, DENTON COUNTY, TEXAS
APRIL, 2016

EXHIBIT G
MISCELLANEOUS CONDITIONS

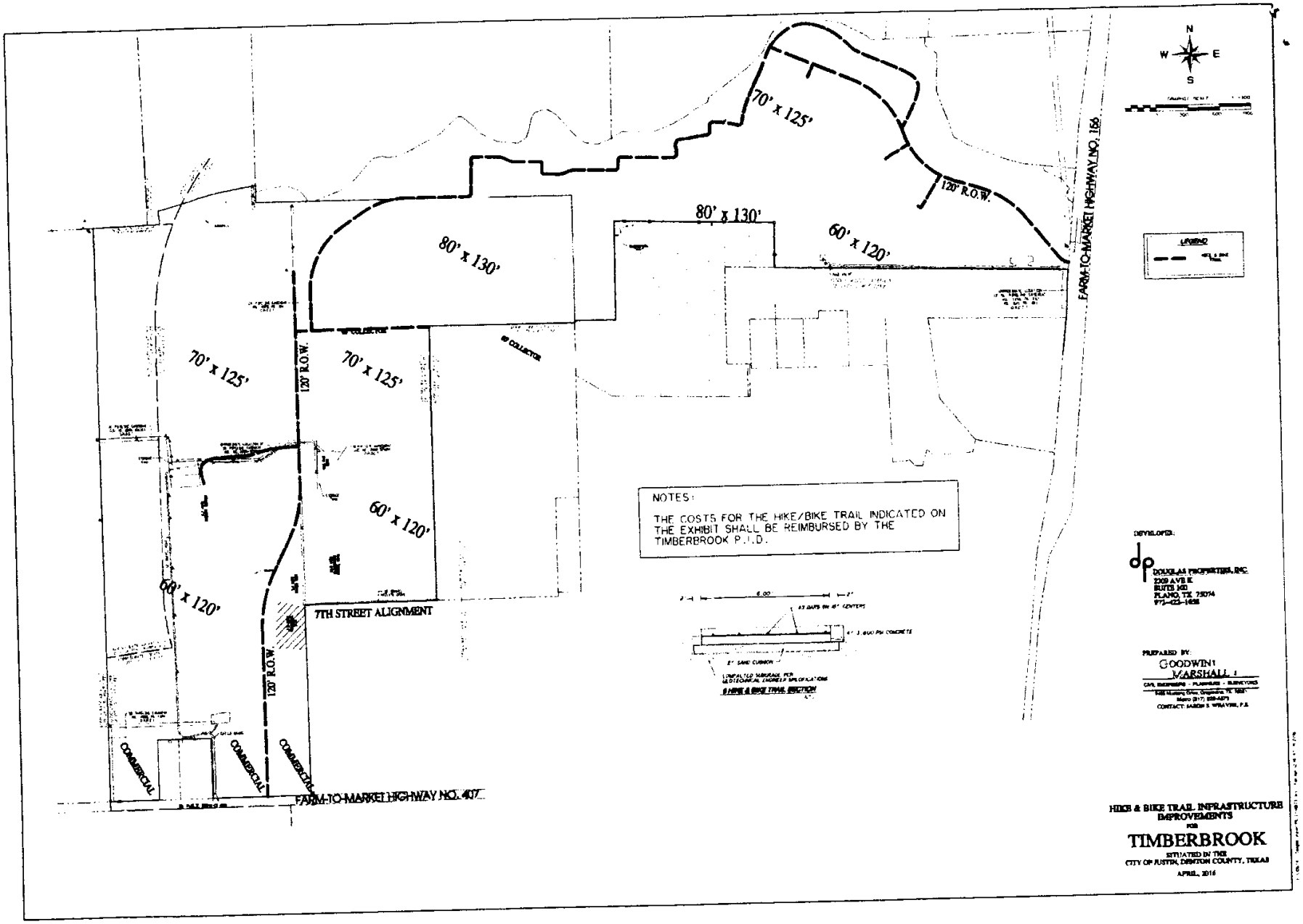
Gas Wells
Must be set back at least 150 feet from existing well heads, homes and parks, and screened in compliance with the City's ordinances.

Park Land, Hike & Bike Trails
Owner shall offer park land for dedication in the final plat to the City in accordance with the City's park dedication requirements in effect as of the Effective Date and the Owner's development plan, in the Owner's sole discretion. Concrete hike and bike trails shall be installed at a width of 6' in the flood plain and flood way. The concrete hike and bike trails shall be paid for with Assessments on the Property within the PIDs to the extent allowed by law.

Screening
Owner shall, at Owner's sole discretion, install a 6-foot high masonry screening wall or wrought iron fence with living screen where lots back to a roadway, with a 4-foot sidewalk. Lots which back onto park land shall provide a decorative iron fence of uniform design.

Development Fees
Pay all development fees including but not limited to: Zoning Fees, Plat Review Fees, Plan Review Fees, residential construction fees and inspection fees.

Municipal Site
Dedicate 2.8 Acres for a municipal site and 1.4 Acres for a water tower site. The land that is dedicated shall be agreed to by the City. The school site shall be negotiated with the Northwest Independent School District.


70' x 125'
120' R.O.W.
80' x 130'
80' x 130'
60' x 120'
FARM-TO-MARKET HIGHWAY NO. 156
70' x 125'
120' R.O.W.
70' x 125'
60' x 120'
60' x 120'
7TH STREET ALIGNMENT
120' R.O.W.
COMMERCIAL
COMMERCIAL
COMMERCIAL
FARM-TO-MARKET HIGHWAY NO. 407
NOTES:
THE COSTS FOR THE HIKE/BIKE TRAIL INDICATED ON THE EXHIBIT SHALL BE REIMBURSED BY THE TIMBERBROOK P.I.D.
N
W
E
S
LEGEND
DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE K
SUITE 160
PLANO, TX 75074
PREPARED BY:
GOODWIN MARSHALL
HIKE & BIKE TRAIL INFRASTRUCTURE IMPROVEMENTS
FOR
TIMBERBROOK
SITUATED IN THE
CITY OF JUSTIN, DENTON COUNTY, TEXAS
APRIL, 2016

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APPENDIX G

FORM OF IMPROVEMENT AREA #3 IMPROVEMENTS
CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

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TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #3 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #3 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of August 28, 2025, is by and between the **CITY OF JUSTIN, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **BLOOMFIELD HOMES, L.P.**, a Texas limited partnership, (the "Developer").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Improvement Area #3 Improvements actually paid or incurred for construction and installation of the Improvement Area #3 Improvements in accordance with the Service and Assessment Plan.

"Administrator" means, initially, P3Works, LLC, or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan and approved by ordinance adopted by the City.

"**Assessments**" shall have the meaning given to it in the Indenture.

"Authorized Improvements" means improvements authorized by Section 372.003(b) of the Act.

"Bond Ordinance" means the ordinance adopted by the City Council on August 28, 2025 authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the City's bonds designated "City of Justin, Texas, Special Assessment Revenue Bonds, Series 2025 (Timberbrook Public Improvement District No. 1 Improvement Area #3 Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Improvement Area #3 Improvements as shown in Exhibit B of the Service and Assessment Plan.

"Certification for Payment" means a certificate, substantially in the form of **Exhibit B** hereto or such other form agreed to by the Developer, the Administrator and the City Representative, executed by the Developer or on behalf of the Developer by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided no more frequently than once per each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Improvement Area #3 Improvements under the Indenture.

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"City Manager" means the City Manager of the City, or its designee.

"City Representative" means the City Manager, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit A** hereto or such other form agreed to by the Developer, Administrator, and City Representative, executed by the Developer or on behalf of the Developer by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, specifying the amounts to be disbursed for the costs related to the creation of the District.

"Construction Contracts" means the contracts for the construction of an Improvement Area #3 Improvement. "Construction Contract" means any one of the Construction Contracts.

"Costs" means the Budgeted Costs or the Actual Costs of an Improvement Area #3 Improvement as reflected in a Construction Contract, if different than the Budgeted Costs.

"Costs of Issuance Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Improvement Area #3 Improvement, the Actual Cost, as appropriate, of such Improvement Area #3 Improvement in excess of the Budgeted Cost.

"Cost Underrun" has the meaning assigned such term in Section 4.04 hereof

"Development Agreement" means that certain Development Agreement among the City, Justin Timberbrook, LLC, and the Developer, effective as of June 6, 2016, and as the same may be amended from time to time.

"District" shall mean the Timberbrook Public Improvement District No. 1 created January 19, 2018.

"Final Completion" means completion of an Improvement Area #3 Improvement in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

"Improvement Area #3" means the third improvement area to be developed within the District and generally shown in Exhibit A-7 to the Service and Assessment Plan.

"Improvement Area #3 Improvements" mean the Authorized Improvements which only benefit Improvement Area #3, which are described in Section III.F of the Service and Assessment Plan.

"Improvement Area #3 Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Indenture" means that certain Indenture of Trust between the City and Wilmington Trust, National Association, as trustee, dated as of September 1, 2025 relating to the Bonds.

"Plans" means the plans, specifications, schedules and related construction contracts for the Improvement Area #3 Improvements, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Service and Assessment Plan" means the Timberbrook Public Improvement District No. 1 2025 Amended and Restated Service and Assessment Plan adopted by a City ordinance on August 28, 2025 by the City Council, prepared pursuant to the Act.

"Substantial Completion" means the time at which the construction of an Improvement Area #3 Improvement (or specified segment, section or part thereof) has progressed to the point where such Improvement Area #3 Improvement (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Improvement Area #3 Improvement (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

ARTICLE II
RECITALS

Section 2.01. The District and the Improvement Area #3 Improvements.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Improvement Area #3 Improvements.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance a portion of the Improvement Area #3 Improvements in accordance with the terms and limitations of the Indenture, the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) All Improvement Area #3 Improvements are eligible to be financed with proceeds of the Bonds and the Assessments to the extent specified herein.

(d) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

(e) The Developer will undertake, oversee, or ensure the construction and development of the Improvement Area #3 Improvements for acquisition and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Improvement Area #3 Improvements. The payment of Costs from the proceeds of the Bonds for such Improvement Area #3 Improvements shall be made from the Improvement Area #3 Improvements Account of the Project Fund established under the Indenture.

(c) The City's obligation with respect to the payment of the Costs of the Improvement Area #3 Improvements shall be limited to the lesser of the Actual Costs or Budgeted Costs, and

shall be payable solely from amounts on deposit for the payment of such Costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Improvement Area #3 Improvements, qualified, however, by the distribution of Cost Underrun monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Improvement Area #3 Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Improvement Area #3 Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

Section 3.02 Funds and Accounts. All disbursements from the Improvement Area #3 Improvements Account of the Project Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement and the Indenture.

ARTICLE IV
CONSTRUCTION OF THE IMPROVEMENT AREA #3 IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Improvement Area #3 Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Improvement Area #3 Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Improvement Area #3 Improvements, to be acquired and accepted by the City, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #3 Improvement and, upon completion, inspection, and acceptance, convey each such Improvement Area #3 Improvement to the City, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund or other funds or account

created under the Indenture to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Improvement Area #3 Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Improvement Area #3 Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Improvement Area #3 Improvements.

Section 4.04. Remaining Funds After Completion of an Improvement Area #3 Improvement. Upon the Final Completion of any Improvement Area #3 Improvement (or any segment or section thereof) and payment of all outstanding invoices for such Improvement Area #3 Improvement (or segment or section thereof), if the Actual Cost of such Improvement Area #3 Improvement (or segment or section thereof) is less than the Budgeted Cost of such Improvement Area #3 Improvement (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Improvement Area #3 Improvement, including Improvement Area #3 Improvements in a different improvement category shown in the Service and Assessment Plan. Any Cost Underrun for any Improvement Area #3 Improvement is available to pay Cost Overruns on any other Improvement Area #3 Improvement. If, upon Final Completion of all Improvement Area #3 Improvements in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of Improvement Area #3 Improvements that have not been previously paid.

The Administrator shall confirm that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative shall promptly agree on how to apply such moneys to the costs of other Improvement Area #3 Improvements. The use of such moneys shall be included in the next Annual Service Plan Update.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Improvement Area #3 Improvements. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of an Improvement Area #3 Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously

approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Costs of Issuance Account of the Project Fund at closing of the Bonds, related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for an Improvement Area #3 Improvement from the Improvement Area #3 Improvements Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Costs of Issuance Account of the Project Fund or the Improvement Area #3 Improvements Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for an Improvement Area #3 Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Improvement Area #3 Improvement until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Improvement Area #3 Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the City shall direct the Trustee to make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Improvement Area #3 Improvement.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the Improvement Area #3 Improvements Account of the Project Fund pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Improvement Area #3 Improvement, unless a Cost Overrun amount has been approved for a particular Improvement Area #3 Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the City shall direct the Trustee to make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and

the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Improvement Area #3 Improvement identified in such request for payment being paid, then the City shall direct the Trustee to hold the payment until work with respect to that Improvement Area #3 Improvement has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the City shall direct the Trustee to make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the City shall direct the Trustee to make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Improvement Area #3 Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Improvement Area #3 Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Improvement Area #3 Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF IMPROVEMENT AREA #3 IMPROVEMENTS

Section 6.01. Improvement Area #3 Improvements to be Owned by the City– Title Evidence. If required by the City, the Developer shall furnish to the City a preliminary title report for land with respect to an Improvement Area #3 Improvement to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area #3 Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Improvement Area #3 Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Improvement Area #3 Improvement Constructed on City Land or Developer Land. If the Improvement Area #3 Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Improvement Area #3 Improvement. If the Improvement Area #3 Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Improvement Area #3 Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Improvement Area #3 Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Improvement Area #3 Improvement. The provisions for inspection and acceptance of such Improvement Area #3 Improvement otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer is a limited partnership duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Improvement Area #3 Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Improvement Area #3 Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition, construction or installation of any improvements that are not part of the Costs associated with the Improvement Area #3

Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Improvement Area #3 Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Improvement Area #3 Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Improvement Area #3 Improvements have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Improvement Area #3 Improvements to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Improvement Area #3 Improvements within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement of the Developer executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that

date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Improvement Area #3 Improvements) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE IMPROVEMENT AREA #3 IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #3 IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE IMPROVEMENT AREA #3 IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE IMPROVEMENT AREA #3 IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE IMPROVEMENT AREA #3 IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY

IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Improvement Area #3 Improvements, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Improvement Area #3 Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Improvement Area #3 Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Improvement Area #3 Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to the Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Improvement Area #3 Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Improvement Area #3 Improvement only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to

the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Improvement Area #3 Improvements, provided that the Developer shall receive payment of the Actual Costs of any Improvement Area #3 Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Improvement Area #3 Improvements not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Improvement Area #3 Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer. The City shall have no obligation to perform any work related to an Improvement Area #3 Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Improvement Area #3 Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Improvement Area #3 Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #3 Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received (i) if delivered via a method other than e-mail, when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a "delivery receipt" or on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered:

To the City:	Attn: City Manager City of Justin, Texas 415 N. College Avenue Justin, Texas 76247 e-mail: jgreenwood@cityofjustin.com
With a copy to:	Boyle & Lowry LLP Attn: Matthew Boyle 4201 Wingren, Suite 108 Irving, Texas 75062 e-mail: mboyle@boyle-lowry.com
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932 e-mail: Robert.dransfield@nortonrosefulbright.com

To the Developer: Attn: Don Dykstra
Bloomfield Homes, L.P.
1900 W. Kirkwood Blvd., Ste. 2300B
Southlake, Texas 76092
e-mail: don@bloomfieldhomes.net

With a copy to: Attn: Drew Slone
Greenberg Traurig
2200 Ross Avenue
Suite 5200
Dallas, Texas 75201
e-mail: drew.slone@gtlaw.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for an Improvement Area #3 Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Improvement Area #3 Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC") without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The

City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. This Agreement may be amended upon agreement of the parties, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement or the Development Agreement, this Agreement and the Development Agreement shall not terminate with respect to the Costs of the Improvement Area #3 Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. Statutory Verifications. The Developer makes the following representation and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing

verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Execution pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of August 28, 2025.

CITY OF JUSTIN, TEXAS

By: _____
James Clark
Mayor

ATTEST:

_____
Amy M. Piukana
City Secretary

(City Seal)

DEVELOPER:

BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation, its General Partner

By:_____
Donald J. Dykstra, President

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Bloomfield Homes, L.P. (the "Developer") and requests payment from:

the Costs of Issuance Account of the Project Fund (as defined in the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement) from Wilmington Trust, National Association (the "Trustee") in the amount of _____ DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Timberbrook Public Improvement District No. 1 (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the 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 above 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 the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Timberbrook Public Improvement District Improvement Area #3 Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

I hereby declare that the above representations and warranties are true and correct.

BLOOMFIELD HOMES, L.P.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Improvement Area #3 Improvement.

CITY OF JUSTIN, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Exhibit B

CERTIFICATION FOR PAYMENT FORM – IMPROVEMENT AREA #3 IMPROVEMENTS

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for Bloomfield Homes of Texas, L.P., (the "Developer") and requests payment from the Improvement Area #3 Improvements Account of the Project Fund from Wilmington Trust, National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Improvement Area #3 Improvements related to the Timberbrook Public Improvement District No. 1:

[insert specific Improvement Area #3 Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement.

In connection with this Certification for Payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested herein for the Improvement Area #3 Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Improvement Area #3 Improvement(s) below are a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Improvement Area #3 Improvement(s) identified above, and such costs are (i) in compliance with the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement, and (ii) consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Improvement Area #3 Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Improvement Area #3 Improvement(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Improvement Area #3 Improvement(s) identified above being paid, then the work with respect to the Improvement Area #3 Improvement(s) have been completed and the City has inspected AND accepted the Improvement Area #3 Improvement(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Improvement Area #3 Improvement	**Total Cost of Improvement Area #3 Improvement**	**Budgeted Cost of Improvement Area #3 Improvement**	**Amount to be paid from Improvement Area #3 Improvements Account of the Project Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments or Actual Costs incurred.

Pursuant to the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Improvement Area #3 Improvement (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

BLOOMFIELD HOMES, L.P.

By:_____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Timberbrook Public Improvement District No. 1 Improvement Area #3 Construction, Funding, and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Improvement Area #3 Improvements.

CITY OF JUSTIN, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

APPENDIX H

APPRAISAL

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APPRAISAL REPORT

PROJECT #A25-0611-02

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #3
52.354 ACRES CONTAINING 48 RESIDENTIAL LOTS IN PHASE 7 AND
121 RESIDENTIAL LOTS IN PHASE 9
JUSTIN, DENTON COUNTY, TX 76247

FOR:

FMSBONDS, INC.
5 COWBOYS WAY, SUITE 300-25
FRISCO, TEXAS 75034

EFFECTIVE DATES OF APPRAISAL:
JUNE 1, 2025 (DATE OF SUBSTANTIAL COMPLETION) FOR 48 RESIDENTIAL LOTS IN PHASE 7, AND JANUARY 1, 2027 (DATE OF SUBSTANTIAL COMPLETION) FOR 121 RESIDENTIAL LOTS IN PHASE 9

PREPARED BY:
JAMES L. MAIBACH, CPM, STATE CERTIFIED GENERAL REAL ESTATE APPRAISER,
LESLIE TOLLIVER, STATE CERTIFIED GENERAL REAL ESTATE APPRAISER,
BROOKE CLOCK, LICENSED RESIDENTIAL REAL ESTATE APPRAISER, AND
BRANDON LAWSON, APPRAISER TRAINEE
OF:

PEYCO SOUTHWEST REALTY, INC.
1703 NORTH PEYCO DRIVE
ARLINGTON, TEXAS 76001

August 13, 2025

Mr. R.R "Tripp" Davenport, III
Director
FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
tdavenport@fmsbonds.com

SUBJECT: Market Value "Upon Completion" Appraisal
Timberbrook Public Improvement District No. 1 Improvement Area #3, Phase 7 and 9
Justin, Denton County, Texas

Mr. Davenport,

At your request, we have inspected and appraised the above-referenced property. The purpose of the appraisal is to develop an opinion of retrospective market value of the Fee Simple interest of the 48 residential lots located in Phase 7 of the Timberbrook Public Improvement District No. 1 (referred to as Timberbrook PID No. 1) and the prospective market value of 121 residential lots located in Phase 9. Timberbrook PID No. 1 Phase 7 and 9 has a total of 52.354-acres consisting of the following:

- Retrospective Market Value as of **June 1, 2025 for 48 detached residential lots in Timberbrook PID No. 1 Phase 7 on approximately 13.777 acres. The lots are as follows:**
  - **48 lots with 60-foot frontages**
- Prospective Market Value as of **January 1, 2027 for 121 detached residential lots in Timberbrook PID No. 1 Phase 9 on approximately 38.577 acres. The lots are as follows:**
  - **64 lots with 60-foot frontages; and**
  - **57 lots with 65-foot frontages**

The clients for the assignment are FMSbonds, Inc. and the City of Justin. The intended use is underwriting of a proposed Public Improvement District bond transaction. This appraisal is not for purposes of determining the amount of any assessments to be levied by the City of Justin or Denton County, nor is it the basis of a determination of the benefit of any constructed or installed public improvements will have on properties within Timberbrook PID No. 1.

At Substantial Completion, which was June 1, 2025 for Phase 7 and forecast to be January 1, 2027 for Phase 9, the subject property is expected to consist of the infrastructure necessary to provide residential streets, drainage, and utilities to the individual lots within Improvement Area #3 of the Timberbrook PID No. 1. A public improvement district containing the property within Timberbrook PID No. 1 Improvement Area #3, is governed by a Development Agreement (Instrument No. 106426) and Zoned Planned Development-Single Family-2 (Resolution No. 729-25), which is intended to allow for single-family residential use according to the approved concept plan. Each of the lots are located in Northwest ISD.

Per discussions with the client and information pulled from the Development Agreement and Zoning Ordinance, Phase 7 and 9 within the Timberbrook PID No. 1 Improvement Area #3 comprises of a total of approximately 52.354 acres of land with an estimated build-out of 112 detached single-family residential 60-foot frontage (FF) lots and 57 detached single-family residential 65-FF lots totaling 169 improved residential lots, located in the City of Justin, Texas. The subject property of this assignment - Timberbrook PID No. 1 Improvement Area #3 - will be developed across multiple phases.

Within Timberbrook PID No. 1 Improvement Area #3, each of the 60-FF lot types will have an average of 7,200-square feet (SF), and each of the 65-FF lot types will have an average of 7,800-SF in size. The minimum lot depths for each of the 60-FF and the 65-FF lots of the subject property will be 120' in depth. The two lot types may have different market values with identical characteristics. We have considered any difference in market value based on lot depth is marginal, and other attributes, such as overall situs of the PID, are more important to the market value consideration of a single lot.

The focus of our appraisal of the Timberbrook PID No. 1 is as follows:

Timberbrook PID No. 1			
Area Type	**60' Lot Type**	**65' Lot Type**	**Total Lots Appraised**
Phase 7	*48*	*0*	***48***
Phase 9	*64*	*57*	***121***
Total	*112*	*57*	***169***

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following **Extraordinary Assumptions** that may affect the assignment results. An Extraordinary Assumption is uncertain information accepted as fact. If the assumption is found to be false as of the Effective Dates of the appraisal, we reserve the right to modify our value conclusions. Extraordinary Assumptions are used in this assignment because the improved residential lots to be delivered by the date utilized in this report are currently incomplete for Phase 9 of the Timberbrook PID No. 1 as of the report date.

- Our opinions of prospective market value at completion assumes that the proposed improvements are completed in accordance with plans and specifications provided by GM Civil Engineering & Surveying, the Professional Engineers, as of May 23, 2025, for 169 improved residential lots in Timberbrook PID No. 1.
- All information relative to the property located within Timberbrook PID No. 1 including land areas, lot totals, lot sizes, and other pertinent data that was provided by Bloomfield Homes LP (the "Developer"), GM Civil Engineering & Surveying (Professional Engineers and Surveyors), the City of Justin, Denton County, and the Denton Central Appraisal District is assumed to be correct.
- The subject is proposed residential lots construction with an expected retrospective completion date of June 1, 2025 for Phase 7 and an expected prospective completion date of January 1, 2027 for Phase 9 of Timberbrook PID No. 1; therefore, this report contains a retrospective and a prospective opinion of value. Considering this, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable global events that alter market conditions prior to the prospective Effective Date.

The use of these Extraordinary Assumptions has affected assignment results.

In addition to the Extraordinary Assumptions, the value conclusions are based on the following **Hypothetical Conditions** that may affect the assignment results. A Hypothetical Condition is a condition contrary to known fact on the Effective Date of the appraisal but is supposed for the purpose of analysis.

- No Hypothetical Conditions are used in this report.

This appraisal report is intended to conform with the 2024-2025 Uniform Standards of Professional Appraisal Practice (USPAP) and applicable state appraisal regulations. To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. Based upon the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our final value conclusion as of the Expected Completion Date are as follows:

INCOME APPROACH VALUE INDICATION	
Fee Simple Interest, Complete June 1, 2025	
Timberbrook PID No. 1 (Phase 7) ***48 Improved Lots on 13.777 Acres***	***$5,884,000 ($122,500/Lot Rounded)***
Fee Simple Interest, Complete January 1, 2027	
Timberbrook PID No. 1 (Phase 9) ***121 Improved Lots on 38.577 Acres***	***$15,700,000 ($130,000/Lot Rounded)***

Attached is our Appraisal Report which summarizes the investigation and analyses undertaken in arriving at our value conclusions. Should you have any questions, please contact our office.

Respectfully submitted,

Peyco Southwest Realty

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EXECUTIVE SUMMARY

Property Name	**Timberbrook PID No. 1; Improvement Area #3; Phase 7 and 9**
Property Type	Master-Planned Community
Location	West of Timberbrook Parkway
City, County, State, Zip	City of Justin, Denton County, TX 76247
Legal Descriptions (Denton CAD)	Multiple Legal Descriptions
Owner of Record	Bloomfield Homes LP
Census Tract	0203.13
Tax ID – Denton Central Appraisal District	Multiple Tax ID's
Total Land Area	52.354-AC - Total Land Area
Total Lots	169 Total Lots
Total Lots Per Phase	48 60-Front Footage Width Lots in Phase 7 64 60-Front Footage Width Lots in Phase 9 57 65-Front Footage Width Lots in Phase 9
Topography	Gently Sloping
FEMA Flood Zones	100% within Unshaded Zone X (outside the floodplain)
FEMA Panel	48121C0480G
FEMA Map Date	4/18/2011
Utilities	
Water	City of Justin
Sewer	City of Justin
Electric	Oncor
Natural Gas	Atmos
Zoning (City of Justin)	Planned Development - Single Family-2
Future Land Use	Single-Family Residential Subdivision
Highest & Best Use	Single-Family Residential Subdivision
Final Value Conclusion Phase 7 (Income)	**$5,884,000 ($122,500/Lot Rounded) Effective Date of June 1, 2025, for 48 Improved Residential Lots on 13.777 Acres**
Final Value Conclusion Phase 9 (Income)	**$15,700,000 ($130,000/Lot Rounded) Effective Date of January 1, 2027, for 121 Improved Residential Lots on 38.577 Acres**
Exposure Period	6-12 Months
Marketing Period	6-12 Months
Date of Inspection	June 19, 2025
Date of Valuation	June 1, 2025 for Phase 7
	January 1, 2027 for Phase 9
Report Date	August 13, 2025

CERTIFICATION

We certify that, to the best of our knowledge and belief that:

(1) The statements of fact contained in this report are true and correct.

(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

(3) We have no present or prospective interest in the property that is the subject of this analysis, and we have no personal interest with respect to the parties involved.

(4) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

(5) Our compensation for completing this assignment is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or use of, this report, or upon developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.

(6) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of FIRREA guidelines and the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

(7) Brandon Lawson has inspected the subject property. James L. Maibach, Leslie Tolliver, and Brooke Clock have not physically viewed the subject property. The values herein were developed and reported by James L. Maibach, Leslie Tolliver, Brooke Clock, and Brandon Lawson.

(8) This assignment was not based on a requested minimum value, a specific valuation, or the approval of a loan.

(9) None of the signatories have previously performed services as an appraiser or in any other capacity, other than that specifically stated, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

(10) James L. Maibach and Brooke Clock are not members of the Appraisal Institute. Leslie Tolliver and Brandon Lawson are Associate Members of the Appraisal Institute. As of the date of this report, Leslie Tolliver and Brandon Lawson have completed the Standards and Ethics Education Requirements for Associate Members of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

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SCOPE OF WORK

Scope of Work is defined by the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." Under the Scope of Work Rule, the appraiser must:

- Identify the problem to be solved;
- Determine and perform the scope of work necessary to develop credible assignment results; and
- Disclose the scope of work in the report.

The problems to be solved are:

- Determine the Retrospective Market Value with a Substantial Completion Date of June 1, 2025 for the Fee Simple interest of 48 improved single-family residential lots in Phase 7 of Timberbrook PID No. 1.
  - 60-FF - 48 lots
- Determine the Prospective Market Value with a Substantial Completion Date of January 1, 2027 for the Fee Simple interest of 121 improved single-family residential lots in Phase 9 of Timberbrook PID No. 1.
  - 60-FF - 64 lots
  - 65-FF - 57 lots

The definition of market value[1] utilized herein is as follows:

Market Value is defined as the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite for a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[2]

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of FIRREA guidelines and the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice, in a manner necessary to produce a credible result.

This Appraisal Report has been prepared under Standards Rule 2-2(a) of an appraisal performed under Standards Rule 1 of USPAP. The value set forth herein was determined after consideration and appropriate application and

1 The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, Washington, D.C.: Appraisal Standards Board (2020-2021), DEFINITIONS

analysis by three approaches to value i.e., the Cost Approach, the Income (Subdivision Development) Approach, and the Sales Comparison Approach.

As part of this appraisal, we completed a thorough investigation and analysis of the data considered pertinent to valuing the subject property.

Property Identification
The property has been identified using the following sources:

- Public records – Denton Central Appraisal District (DCAD)
- Legal descriptions
- Deed Records – Denton County
- Timberbrook PID No. 1 Concept Plan Exhibit and Survey by GM Civil Engineering & Surveying, Professional Surveyors

Type and Extent of Data Researched
The following information was reviewed in preparing this report:

- Public record data
- City of Justin Maps and Land Use Plans
- Flood plain maps
- Topographic maps
- Demographics – CoStar, ESRI, and US Census Bureau
- Market Conditions Data – S&P Case Schiller, CoreLogic, NTREIS, JLL, CBRE, Integra, CoStar, etc.
- The Timberbrook PID No. 1 Concept Plan Exhibit and Survey by GM Civil Engineering & Surveying, Professional Surveyors
- Estimated development costs provided by GM Civil Engineering & Surveying, Professional Engineers
- Conversations with developers and homebuilders in DFW market
- Development Agreement (Instrument No. 106426) recorded on August 29, 2016, between Bloomfield Homes, LP and the City of Justin
- Ordinance No. 749-23, adopted April 11, 2023 by the City of Justin.

VALUATION METHODOLOGY

Three approaches to value are typically considered when developing a market value opinion for real property. These are the Cost Approach, the Sales Comparison Approach, and the Income (Subdivision Development) Approach. A summary of each portion of the subject property that requires valuation is shown below:

- 169 Improved Single-Family Residential Lots (60-FF and 65-FF)

Improved Detached Single-Family Residential Lots (169 Improved Residential Lots)

Cost Approach
The Cost Approach involves research, verification, and comparison of sales of other vacant land with the subject land. The sales are then adjusted for value-related differences. Cost figures are obtained from the developer and engineer and compared to cost figures on competing developments. A developer's profit is based on profit expectations reported by developers as well as actual profit on similar developments.

The Cost Approach provides information that contrasts with information from the Income Capitalization and Sales Comparison Approaches. It allows the appraiser to address the feasibility and highest and best use issues inherent in new construction. This approach is most beneficial when appraising a proposed or recently built project and is typically used when finished lots make up a substantial portion of the entire project. The subject

property is being developed in multiple phases and there are no major improvements in place, *the Cost Approach is not the most appropriate and thus was not utilized* for the 169 Improved Residential Lots.

Income (Subdivision Development) Approach

In the Income Capitalization Approach, the retail value of the residential lots is estimated. The individual lot values are based on lot sales in competing developments. The absorption rates, expenses, and discount rates are also based on competing developments. Since sales of individual lots to an end-user homeowner is exceedingly rare in tract home subdivisions in this market, the value of an individual retail lot is effectively the same value of a portion of lots to a homebuilder because homebuilders tend to be the exclusive buyers of vacant developed lots from land developers. In addition, discussions with developers and homebuilders as well as review of contracts indicate that lots are typically received by the builders on a takedown schedule with annual price escalations of approximately 6% so the lots are not released in bulk to the home builders. The indicated value by the Income (Subdivision) Approach is based on the sellout of the lots with deductions for holding costs and discounted to a net present value.

The Income (Subdivision Development) Approach applied in subdivision analysis simulates what occurs in a bulk sale where one buyer purchases a subdivision or large group of lots at a discount. Income capitalization is the primary method used in subdivision valuation because value is determined by future sales over time. Along with discounted cash flow analysis, income capitalization directly measures differences in present value based on future cash flow projections. This approach provides a direct measure of the market value or wholesale value of a group of lots or units, which is different from the sum of the retail lot prices. Since the problem to be solved in this assignment is to determine the bulk sale value of 169 improved residential lots, as of the dates of Substantial Completion (Effective Date), *the Income (Subdivision Development) Approach is appropriate and was developed.*

Sales Comparison Approach

The Sales Comparison Approach involves comparing recent sales of entire subdivisions or a large group of lots that involved a single purchaser. The sales are then adjusted for value-related differences. Determining market values for the subdivision or the group of lots is the objective of the analysis, and that determination requires recent and relevant similar bulk sales for the comparison. Finding highly similar and recent sales of improved subdivisions to a single buyer in most markets can be difficult, perhaps impossible. Comparison requires comparable sales with about the same or similar remaining absorption period, a similar mix of lots or unit types, location, home price points, and other characteristics. As Texas is a non-disclosure state, sales data available is limited to sales confirmed by associated parties. Since data on highly similar bulk sales to a single purchaser is difficult to find and verify**,** *the Sales Comparison Approach was not fully developed by the appraisers.* Use of the approaches for the valuation of the improved lots and land in the Timberbrook PID No. 1 is summarized below:

Approach	***Applicability to Subject***	***Use in Assignment***
Cost Approach	*Not Appropriate Since the Subject Property will be Developed in Multiple Phases*	*Not Utilized*
Income (Subdivision Development) Approach	*Appropriate in Determining Residential Subdivision Value*	*Utilized*
Sales Comparison Approach	*Aspects Used in Subdivision Valuation to Determine Retail Market Value of the 60-FF lots, the 65-FF Lots, and Land*	*Partially Utilized*

COMPETENCY OF THE APPRAISER

James L. Maibach, C.P.M. is a State Certified General Real Estate Appraiser according to the Texas Appraiser Licensing and Certification Board and has appraised numerous properties similar to the subject since 1993. The appraiser also manages, through his commercial real estate management company, approximately 2.25 million SF of which 60% is industrial warehouse, 20% is Class B and C office and 20% in retail product in Tarrant, Dallas, and Johnson counties. Mr. Maibach has been personally involved in over 250 residential development projects as a broker, developer, bank director, and zoning consultant in the past 35 years. Leslie E. Tolliver is a State Certified General Appraiser and has appraised numerous properties similar to the subject since 2015. Brooke Clock is a State Licensed Residential Appraiser and Brandon Lawson is an Appraiser Trainee and have assisted in numerous properties similar to the subject property. Attention is invited to the qualifications of each individual, which are presented in the Addenda of this report.

Peyco Southwest Realty is a full-service professional real estate appraisal and consulting firm, providing service to a variety of corporate, institutional, governmental, and private clientele, since 1976. In the past 12 months, our firm has completed numerous valuation assignments involving similar properties. Mr. Maibach currently owns since 1995, represents, and manages multiple properties throughout the DFW Metroplex, mostly in Tarrant, Dallas, Johnson, and Ellis Counties. The subject is located in the City of Justin, Denton County, Texas.

INTENDED USE AND USERS

The intended use of the appraisal is to estimate the market value upon completion of the underwriting of a proposed Public Improvement District bond transaction as of the Effective Date of Substantial Completion. The client and intended user is FMSbonds, Inc. The City of Justin is also an intended user. The appraisal is not intended for any other use or user. No party or parties other than the City of Justin and FMSbonds, Inc. may use or rely on the information, opinions, and conclusions contained in this report; provided, however, it is acknowledged that this Appraisal will be used in a preliminary and final limited offering memorandum for the Public Improvement District bonds. The Client may, without Appraiser's prior authorization or notice to Appraiser, provide the Appraisal to other parties for their use in analysis-related activities, however, it does not make the recipient an intended user of this engagement.

DATE OF THE APPRAISAL REPORT

The preparation of this Appraisal Report was completed on **August 13, 2025.** The initial draft of this appraisal report was completed on **July 7, 2025.**

EFFECTIVE DATES OF THE APPRAISAL

The descriptions, analyses, and conclusions of this report for the designated Market Values of the subject property are applicable as of **June 1, 2025 for Phase 7 and January 1, 2027 for Phase 9**, which is the expected date of Substantial Completion. Brandon Lawson Inspected the property on **June 19, 2025**. James L. Maibach, Leslie Tolliver and Brooke Clock have not inspected the subject property.

ASSIGNMENT CONDITIONS

Assignment conditions include assumptions that affect the scope of work, other than those previously discussed in the "Assumptions and Limiting Conditions". There are no other material and specific Hypothetical Conditions or Extraordinary Assumptions other than those referenced in this report.

PROPERTY RIGHTS APPRAISED

The property rights appraised in this assignment are the Fee Simple Estate in the subject property. A commitment for Title Insurance was not submitted to the appraisers and reservations, if any, are unknown. If property rights differ from the above definitions, the value may be affected.

ASSETS APPRAISED
The assets appraised in this appraisal assignment include land, any primary and ancillary site improvements. No furniture, fixtures, equipment (FF&E), personal property, mineral rights or business value were included in the valuation process.

ENVIRONMENTAL CONDITIONS
No environmental report was available to us, and no recent environmental tests were performed. Because we have no evidence to the contrary, we have assumed that the property is free of any material defects, other than those noted, which would adversely affect the value, including, but not limited to, asbestos and toxic waste. Our value conclusions are subject to revision should these assumptions prove incorrect. We caution and advise the user of this report to obtain environmental studies which may be required to ascertain the status of the property regarding asbestos and other hazardous materials.

HISTORY OF SUBJECT PROPERTY
Denton Central Appraisal District (DCAD) records indicate the ownership of the subject property is owned by Bloomfield Homes LP. Bloomfield Homes LP (Buyer) acquired 299.874-AC (Phase 7, 8, and 9) from Justin Timberbrook LLC (Seller) via deed instrument 2023-66798 dated June 26, 2023, for $28,350,000 (~$94,540/AC). This sale appears to be an arms-length transaction.

We are unaware of any other attempts to sell or divest the subject property, as of the report date. This historical ownership data was researched and reported in order to comply with USPAP which requires a 3-year history of the subject property. It should not be used in lieu of a title search and is not intended as a guarantee to the chain of title.

LEGAL DESCRIPTIONS
The subject property includes multiple tracts consisting of various legal descriptions within the Timberbrook PID No. 1 as follows:

- Parcel #68268: A0439A M. GARNETT, TR 2, 75.9063 ACRES
- Parcel #68277: A0439A M. GARNETT, TR 3, 13.5924 ACRES, (55% IN PID86, 45% IN PID45)
- Parcel #147863: A0439A M. GARNETT, TR 3A, 22.5 ACRES, (55% IN PID86, 45% IN PID45)

PENDING TRANSACTIONS TO BUILDERS

The land within the development is owned by Bloomfield Homes LP. The subject property has three executed sales contracts. The first Purchase and Sale Agreement, dated May 12, 2023, is between Bloomfield Homes LP (Seller) and K. Hovnanian Homes – DFW, LLC (Buyer) for approximately 188 fully developed single-family residential lots in Phase 7 and 8 (which are partially located in Timberbrook PID No. 1 and partially located in Timberbrook PID No. 2). Under the contract terms, K. Hovnanian Homes – DFW, LLC will acquire 60 of the 50-FF lots at $100,000 each and 42 of the 60-FF lots at $120,000 each in Phase 7 and 46 of the 50-FF lots at $100,000 each and 40 of the 60-FF lots at $120,000 each in Phase 8. Additionally, K. Hovnanian Homes – DFW, LLC will pay closing fees to Bloomfield Homes LP, including $1,500 for an amenity fee and $1,000 for a marketing fee. The agreed-upon sales prices align with market values for comparable vacant improved residential lots, and the transaction appears to be arm's-length.

The second Purchase and Sale Agreement, dated May 30, 2023, is between Bloomfield Homes LP (Seller) and Pacesetter Homes, LLC (Buyer) for approximately 188 fully developed single-family residential lots in Phase 7 and 8. Under the contract terms, Pacesetter Homes, LLC will acquire 60 of the 50-FF lots at $100,000 each and 42 of the 60-FF lots at $120,000 each in Phase 7 and 46 of the 50-FF lots at $100,000 each and 40 of the 60-FF lots at $120,000 each in Phase 8. Additionally, Pacesetter Homes, LLC will pay closing fees to Bloomfield Homes LP, including $1,500 for an amenity fee and $1,000 for a marketing fee. The agreed-upon sales prices align with market values for comparable vacant improved residential lots, and the transaction appears to be arm's-length.

***Note**: Phase 7 lies partially in Timberbrook PID No. 1 and partially in Timberbrook PID No. 2. A prior report by another appraisal firm addressed the portion of Phase 7 located in Timberbrook PID No. 2, encompassing 119 50-FF and 36 60-FF lots detailed in the purchase and sale contracts referenced above. In contrast, the current assignment pertains to Improvement Area #3 of Timberbrook PID No. 1, which includes 112 60-FF and 57 65-FF lots located within Phase 7 and Phase 9. Phase 9 is entirely in Timberbrook PID No. 1.*

***Note**: Phase 8 is not included in this appraisal report. It is entirely in Timberbrook PID No. 2*

The third Purchase and Sale Agreement, dated May 30, 2023, is between Bloomfield Homes LP (Seller) and Mattamy Texas, LLC (Buyer) for approximately 40 fully developed single-family residential lots in Phase 9. Under the contract terms, Mattamy Texas, LLC will acquire 40 of the 60-FF lots at $132,000 each. The Additional Consideration for these Phase 9 lots will accrue at a rate of 8.0%. Additionally, Mattamy Texas, LLC will pay closing fees to Bloomfield Homes LP, including $1,500 for an amenity fee and $1,000 for a marketing fee. The agreed-upon sales prices align with market values for comparable vacant improved residential lots, and the transaction appears to be arm's-length.

Real Estate Taxes
Denton Central Appraisal District

Real estate tax assessments are administered by the Denton Central Appraisal District (DCAD) and are estimated by jurisdiction on a county basis for the subject. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by dividing the assessed value for a property by $100, then multiplying the estimate by the composite rate.

Real estate taxes and assessments for using the 2025 tax year are shown in the following table which include taxes to the City of Justin, Denton County, and Northwest ISD. The projected combined tax rate for those entities is 1.905887 **per $100 assessed** as shown in the table below:

Projected Property Taxes - 2025	
Entity	**Rate**
City of Justin	0.600118
Denton County	0.187869
Northwest ISD	1.117900
Total	**1.905887**

The Timberbrook PID No. 1 Improvement Area #3, Phase 7 and 9 is within three tracts of land consisting of three tax parcels. The projected (2025) tax burden for the subject property – which is currently in the process of being developed – was $38,992.90, which is heavily reduced due to the Agricultural exemptions. A table of the assessed values and property taxes for the year (2025) of the subject property is shown below:

TAXES (DENTON CAD - 2025)							
ID	**Owner**	**Size (AC)**	**Improvement Market Value**	**Land Market Value**	**Ag Exemption**	**Assessed Value**	**Estimated Taxes**
68268	Bloomfield Homes LP	75.906	$ -	$ 1,885,992	$ -	$ 1,885,992	$ 35,944.88
68277	Bloomfield Homes LP	13.592	$ -	$ 337,720	$ 180,620	$ 157,100	$ 2,994.15
147863	Bloomfield Homes LP	22.500	$ -	$ 559,042	$ 556,215	$ 2,827	$ 53.88
Total:		**89.499**	**$0.00**	**$2,782,754**	**$ 736,835**	**$2,045,919**	**$38,992.90**

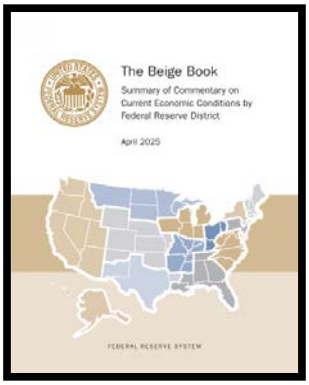
The Land area represented by Denton Central Appraisal District (Denton CAD) are not necessarily accurate. The land market that Denton CAD has determined - **$2,782,754 ($31,093/AC, $0.71/SF)** – would lead to a tax burden of $53,036.15. When the property is redeveloped into residential use, there may be rollback taxes due to the municipal entities. We have not considered the effect of rollback taxes herein and that is beyond the scope of work of this report.

Upon substantial completion of the improved lots, the appraised value is expected to increase significantly; however, based on our company's experience as licensed property tax consultants working with tax districts and homebuilders, we believe the finished lots will be assessed by the appraisal district at below retail lot value. Finished lots are often assessed by tax districts at approximately 70% of the retail value because the tax district does not have reliable information on updated costs and because developers are eligible for an inventory reduction on their lots.

MARKET OVERVIEW

ECONOMIC INDICATORS: BEIGE BOOK

FEDERAL RESERVE BANK (June 4, 2025)



Due to the subject's location in North Texas, coupled with integrated business economies, it is relevant to consider the national and regional economic indicators presented by the Federal Reserve Bank of Dallas in the Beige Book. Excerpts from the most recent Beige Book are presented below:

Overall Economic Activity

Economic activity was little changed since the previous report, but uncertainty around international trade policy was pervasive across reports. Just five Districts saw slight growth, three Districts noted activity was relatively unchanged, and the remaining four Districts reported slight to modest declines. Non-auto consumer spending was lower overall; however, most Districts saw moderate to robust sales of vehicles and of some nondurables, generally attributed to a rush to purchase ahead of tariff-related price increases. Both leisure and business travel were down, on balance, and several Districts noted a decline in international visitors. Home sales rose somewhat, and many Districts continued to note low inventory levels. Commercial real estate (CRE) activity expanded slightly as multifamily propped up the industrial and office sectors. Loan demand was flat to modestly higher, on net. Several Districts saw a deterioration in demand for non-financial services. Transportation activity expanded modestly on balance. Manufacturing was mixed, but two-thirds of Districts said activity was little changed or had declined. The energy sector experienced modest growth. Agricultural conditions were fairly stable across multiple Districts. Cuts to federal grants and subsidies along with declines in philanthropic donations caused gaps in ser vices provided by many community organizations. The outlook in several Districts worsened considerably as economic uncertainty, particularly surrounding tariffs, rose.

Labor Markets

Employment was little changed to up slightly in most Districts, with one District reporting a modest increase, four reporting a slight increase, four reporting no change, and three reporting a slight decline. This is a slight deterioration from the previous report with a few more Districts reporting declines. Hiring was generally slower for consumer-facing firms than for business-to-business firms. The most notable declines in headcount were in government roles or roles at organizations receiving government funding. Several Districts reported that firms were taking a wait-and-see approach to employment, pausing or slowing hiring until there is more clarity on economic conditions. In addition, there were scattered reports of firms preparing for layoffs. Most Districts and markets reported an improvement in overall labor availability, although there were some reports of constraints on labor supply resulting from shifting immigration policies in certain sectors and regions. Wages generally grew at a modest pace, as wage growth slowed from the previous report in multiple Districts.

Prices

Prices increased across Districts, with six characterizing price growth as modest and six characterizing it as moderate, similar to the previous report. Most Districts noted that firms expected elevated input cost growth resulting from tariffs. Many firms have already received notices from suppliers that costs would be increasing. Firms reported adding tariff surcharges or shortening pricing horizons to account for uncertain trade policy. Most businesses expected to pass through additional costs to customers. However, there were reports about margin compression amid increased costs, as demand remained tepid in some sectors, especially for consumer-facing firms.

ELEVENTH DISTRICT
FEDERAL RESERVE BANK OF DALLAS – JUNE 4, 2025

Summary of Economic Activity
Growth in the Eleventh District economy slowed to a slight pace over the reporting period. Non-financial services activity was flat, but manufacturing output rose modestly. Retail sales dipped, and loan demand increased slightly. Commercial real estate activity was stable, while housing demand remained tepid. Oilfield activity rose modestly. Employment and wages grew, while input cost pressures accelerated largely due to the expected pass through of higher tariff costs. Out looks worsened with weakening demand, policy uncertainty, and inflation cited as primary concerns going forward. Numerous contacts voiced concern that heightened uncertainty stemming from on-again, off-again tariffs was making it increasingly challenging to plan. Stricter immigration policy, federal government layoffs, and a cutback in spending were also cited as headwinds for growth.

Labor Markets
Employment rose modestly over the reporting period. Several contacts noted a wait-and-see posture on hiring amid elevated domestic and trade policy uncertainty, while some firms, including airlines, cited layoffs. Energy executives said layoffs are expected this year, and that the pace may increase if oil prices remain close to or fall below $60. Wage pressures were stable during the reporting period. One manufacturer noted cutting wages due to cash flow issues. Firms expect wage growth to slow to 3.4% over the next 12 months, down from 3.8% over the past 12 months.

Prices
Prices continued to increase at a moderate pace. Firms broadly expressed trepidation about the effect of tariffs on demand and costs, with some contacts indicating they will not be able to pass on the increases to clients. Several manufacturers cited higher raw material prices. The impact of tariffs on steel and machinery prices was a drag on the energy sector, particularly for firms with ongoing construction projects for whom the materials were a sizable share of costs. A few construction and real estate contacts said that tariffs had given their suppliers an excuse to raise prices, and some retailers cited being notified by their vendors of forthcoming tariff surcharges. Manufacturers and retailers expect selling price increases to accelerate over the next 12 months, while service sector executives expect price growth to remain moderate.

Manufacturing
Manufacturing output rebounded in March after weakening in February. The pickup in production spanned both durable and nondurable goods, with strength seen in transportation equipment, machinery, computer products, and food manufacturing. Utilization rates at Gulf Coast refineries remained at healthy levels despite seasonal softness. While manufacturing activity picked up, out looks worsened. Manufacturers widely voiced concern that tariffs were becoming an increasing source of uncertainty, dampening demand, pushing up prices, and delaying and complicating business planning.

Retail Sales
Retail sales dipped during the reporting period. Declining growth in sales of nondurable consumer products outweighed growth in durable goods. Among durables, auto vehicle sales strengthened in anticipation of the announced tariffs. Overall retail outlooks weakened, as the potential impact of tariffs on pricing and demand weighed on sentiment.

Nonfinancial Services
Activity in nonfinancial services stalled out following moderate growth in the previous reporting period. Revenue rose in some sectors, however, with increases seen in transportation, health, and professional and business services. Demand for staffing services was flat to slightly up. Airlines noted that passenger demand had softened, with some of the weakness attributable to a marked decline in federal government travel. Port traffic remained strong as companies accelerated their inventory purchases ahead of tariffs. Growth paused in the leisure and hospitality sector, which was

attributed to uncertainty causing consumers to be more cautious with their discretionary spending. Outlooks deteriorated overall, with numerous contacts stating that heightened uncertainty surrounding domestic and trade policy was hindering their ability to plan with confidence.

Construction and Real Estate
Housing demand remained tepid. The spring selling season was characterized as modest and choppy, with a slight pickup in sales seen toward the end of the reporting period. Incentives for new homes, including price discounts, remained prevalent. However, there were scattered reports of builders being less aggressive on mortgage rate buy downs due to high costs. Home inventories rose, and prices were flat to down. Outlooks were cautious, weighed down by sluggish demand, high mortgage rates, and concerns regarding the impact of immigration and trade policy on consumer sentiment, labor supply, and construction costs.

Commercial real estate activity was stable during the reporting period. Apartment demand remained solid, though rent growth continued to be lackluster. Office absorption was positive in some major markets, though vacancies remained elevated. Industrial demand stayed positive but there was apprehension about the impact of shifting trade policies on leasing activity and investment sales.

Financial Services
Loan volume and loan demand growth decelerated sharply in March. Credit tightening continued, but loan pricing declined. Loan nonperformance increased. In addition, bankers reported that business activity contracted after expanding over the last three months, and their outlooks retreated to cautiously optimistic. While respondents expect an improvement in loan demand and business activity six months from now, the sentiment is less broad-based, and it is tempered by expectations of a continued increase in loan nonperformance.

Energy
Activity in the oil and gas sector increased modestly over the reporting period. While drilling and completion activity is expected to remain steady over the next few months, contacts were worried that lower oil prices, eroding global growth outlooks, and tariffs would dampen activity later this year and lower spending plans for 2026. Outlooks worsened, and contacts expressed concern that heightened uncertainty surrounding tax, trade, and regulatory policy was making planning difficult and would likely hinder investment decisions.

Agriculture
Drought conditions persisted in parts of the district, though widespread rainfall was received late in the reporting period and provided much-needed moisture. Some extreme weather was seen, from wind and dust storms in the Texas panhandle to flooding along the coast. Grain prices moved down. Cattle and beef prices continued to trend up over most of the reporting period, with beef prices rising to new highs, though cattle prices faltered somewhat in early April. Drought conditions are a hurdle for ranchers looking to expand their herds. Looking ahead, contacts expressed some concern for agricultural exports due to tariff impacts.

Community Perspectives
Demand for social services remained elevated. Contacts said many private companies were under a hiring freeze, and the jobs posted online were not being filled. Nonprofit organizations, particularly those heavily reliant on federal funding, reported trimming budgets, implementing hiring freezes, laying off workers, and downsizing programming. There was a report of a housing services nonprofit possibly shutting down operations in mid-2025 due to funding disruptions. One contact noted that landlords were less willing to rent apartments to tenants reliant on federal funds due to the current policy climate and funding freezes. Some social service organizations said they have observed a slowdown in applications for new benefits and trepidation among clients seeking services in light of recent immigration policies. Research universities were also facing significant uncertainty due to the funding cuts from the National Institute of Health and National Science Foundation.

TEXAS ECONOMIC OUTLOOK (EXCERPTS)
Texas A&M University – Texas Real Estate Research Center
Jorge Barro (Updated June 17, 2025)

Summary
The U.S. economy showed signs of resilience in May as concerns over the global trade war mounted. The macroeconomic data indicated a growing divergence between "hard data," reflecting actual economic activity, and "soft data," reflecting general economic sentiment and the business outlook. First quarter 2025 gross domestic product declined 0.2%, largely resulting from efforts to front-load imports ahead of tariffs. Aside from this preemptive shift, macroeconomic aggregates remained largely unchanged. May labor market data showed almost no signs of impact from the trade war. Unemployment, labor force participation, hiring, and separations all remained roughly constant, indicating signs of current labor market stability.

While the historical data shows signs of resilience, the soft data paints a different picture of the macroeconomic outlook. The University of Michigan's Consumer Sentiment Index remained low in May after dropping sharply to one of its lowest levels on record in April. The business outlook also deteriorated as uncertainty over the trade war affected business planning. Business survey data from several sources showed declines in expected hiring, which could lead to a spike in the unemployment rate. Although the soft data is showing signs of concern among consumers and businesses, the outlook could change quickly with a de-escalation of the global trade war.

Federal trade and fiscal policy also weighed on financial markets as the 10-year Treasury yield rose more than 25 basis points (bps) in May. Three policy-related factors are placing upward pressure on long-term interest rates. First, the recent passage of the federal budget in the U.S. House of Representatives is expected to add $4.3 trillion to U.S. debt over the next ten years, contributing to rising long-term interest rates. Second, tariffs have introduced upside inflation risk, raising both the inflation premium and an interest rate premium, accounting for the monetary policy response. Finally, the trade war introduces risk to foreign investors in U.S. assets, which increases domestic interest rates. Rising interest rates further constrain households and businesses seeking to finance expenditures.

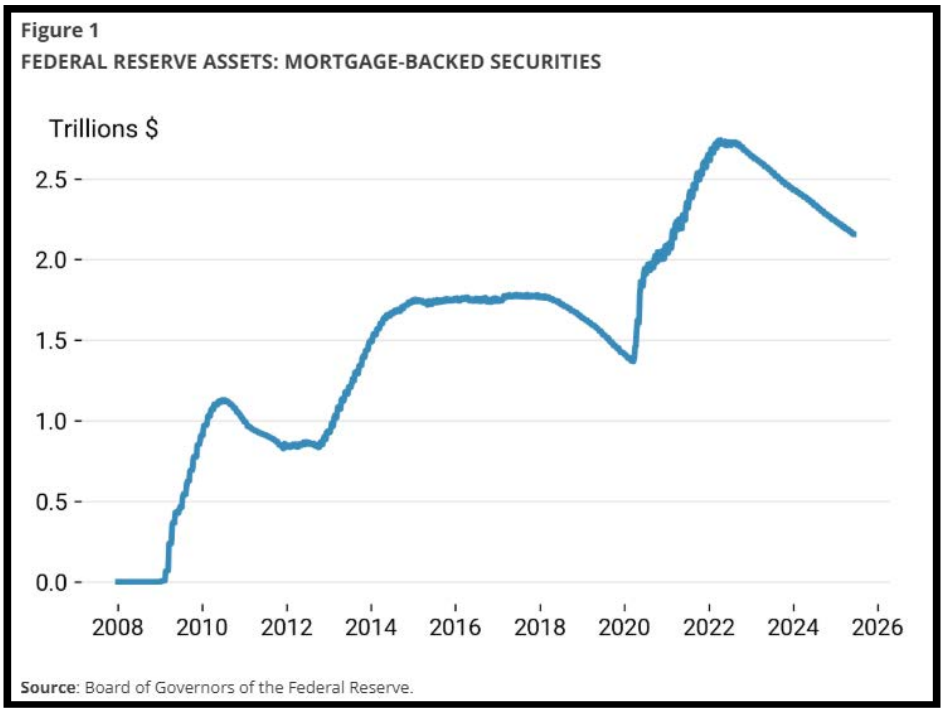
Stories We're Following

- *Tariffs*
  - *The issue: On April 2, 2025, President Trump initiated a series of tariffs on global imports. These tariffs and the retaliatory tariffs levied by other countries impacted trade and capital markets while adding risk to the macroeconomic outlook. As uncertainty over the duration and magnitude of the tariffs hangs over consumers and businesses, the possibility of sustained tariffs could contribute to disruptions and restructuring of economic activity.*
  - *Updates: Aside from preemptive spending shifts to avoid tariffs, the macroeconomic landscape remains largely unchanged and the outlook largely uncertain. The current macroeconomic data shows no signs of impact on labor markets and a modest impact on financial markets. However, the Fed's May 2025 Beige Book, which highlights regional economic activity in the 12 Federal Reserve Bank districts, showed growing concerns over the economic outlook, largely stemming*

from tariffs and policy uncertainty.

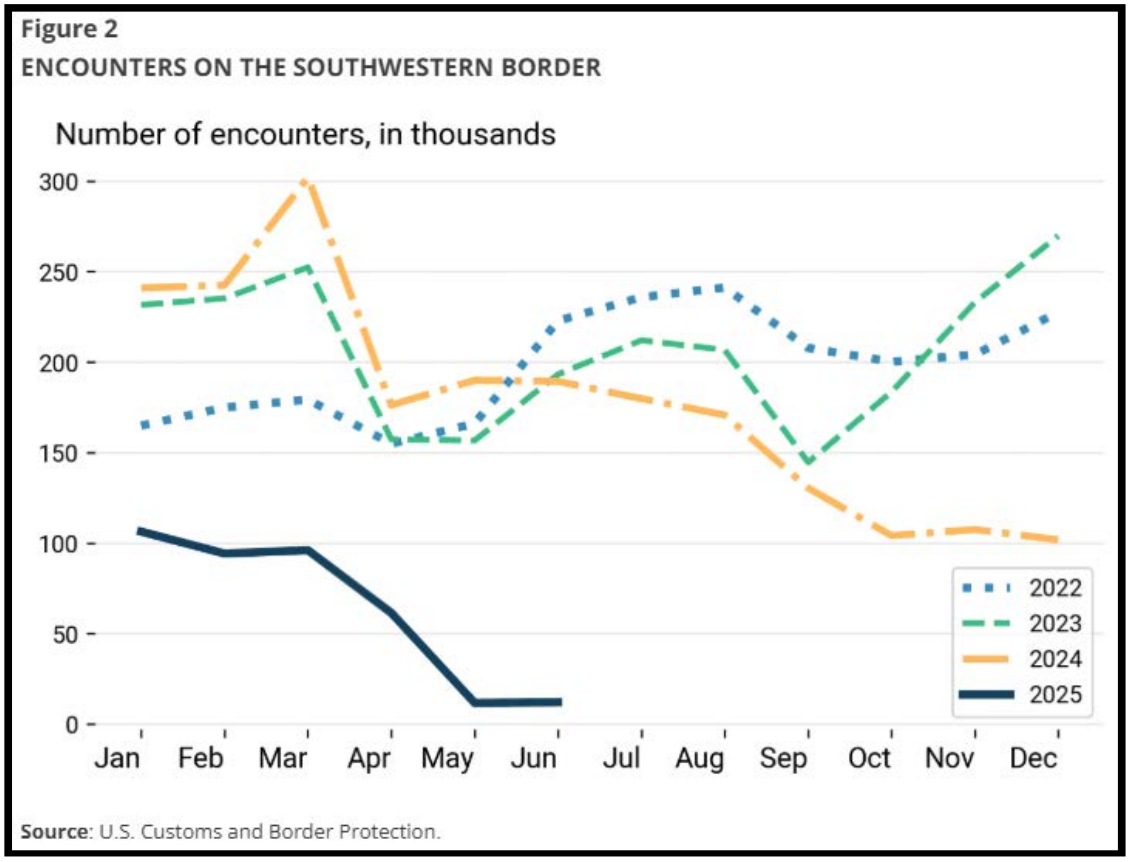
- *Federal Tax Return*
  - *The issue: President Trump and Congressional Republicans are working on a fiscal package that could extend several provisions of the 2017 tax reform. While reducing rates could stimulate economic growth, restructuring deductions could have implications for real estate and economic growth in Texas. Expanding the state and local tax deduction, for example, could dampen Texas' low-tax appeal, impacting future migration decisions.*
  - *Updates: On May 22, 2025, the U.S. House of Representatives passed the One Big Beautiful Bill Act, which is expected to grow the deficit. Financial markets responded by increasing yields on long-term government debt, reflecting tightening capital supply, heightened inflation risk, and rising credit risk on federal debt.*

- *Federal Reserve Policy*
  - *The issue: Since the middle of 2022, the Federal Reserve (Fed) has been implementing contractionary monetary policy to combat inflation. The federal funds rate, which the Fed targets to influence the broader economy, remains elevated. As part of a larger asset reduction effort, the Fed is also reducing its holdings of certain private assets, including mortgage-backed securities (MBS) (Figure 1). Reducing the share of mortgages held by the Fed causes other private investors to absorb the new debt issuance, which contributes to heightened mortgage rates.*
  - *Updates: In March 2025, the Fed reaffirmed its commitment to allowing MBS to run off its balance sheet and reinvest debt payments in Treasuries instead of new MBS. Although the Fed caps this MBS runoff at $35 billion per month, the actual average monthly runoff is roughly half of this amount. As long as the Fed continues reducing MBS holdings, the policy will contribute to elevated mortgage rates, adding to headwinds in the real estate market.*



- *Immigration*

- *The issue: Immigration—both legal and illegal—influences domestic population growth and labor markets. An estimated 8.1% of the Texas labor market and 4.8 percent of the U.S. labor market is comprised of unauthorized immigrants. The Trump administration is increasing enforcement of immigration laws, leading to a sharp reduction in border crossings (Figure 2). This, combined with possible deportations, could impact certain industries, like the construction industry, that employ a disproportionately large share of undocumented immigrants. Moreover, stemming the flow of legal immigration could also contribute to changes in economic activity.*
- *Update: A recent survey of Texas business executives conducted by the Federal Reserve Bank of Dallas showed that 18% of firms expect immigration policy to impact their ability to hire and retain workers this year. Many of these firms indicated an inclination to respond by increasing current worker productivity, implementing labor-saving technology, and taking other actions.*

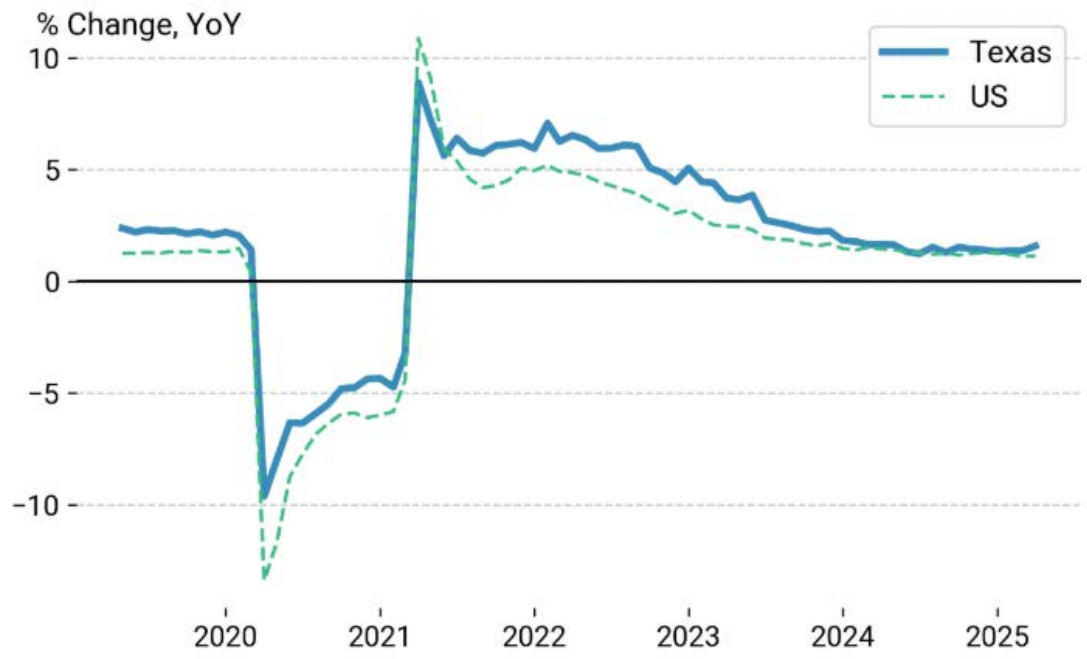


Texas Economic Indicators

The Texas economy mirrored the national economy in the disparity between the historical "hard" data and the forward-looking "soft" data. Employment growth remained strong and slightly above the U.S. employment growth rate (Figure 3). Survey data from the Federal Reserve Bank of Dallas, however, showed growing weakness in the business outlook, which could materialize as a decline in economic activity in the coming months.

Figure 3

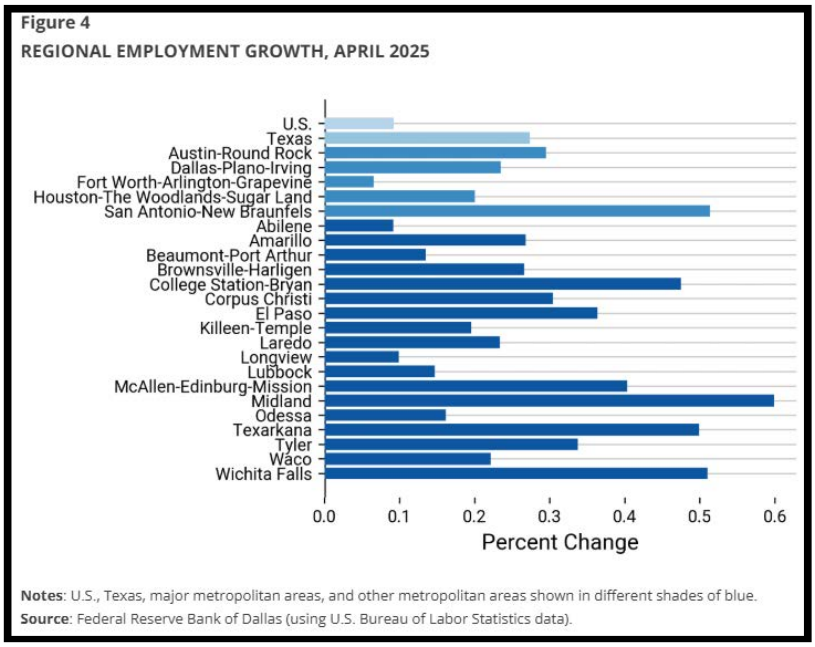
U.S. AND TEXAS EMPLOYMENT GROWTH



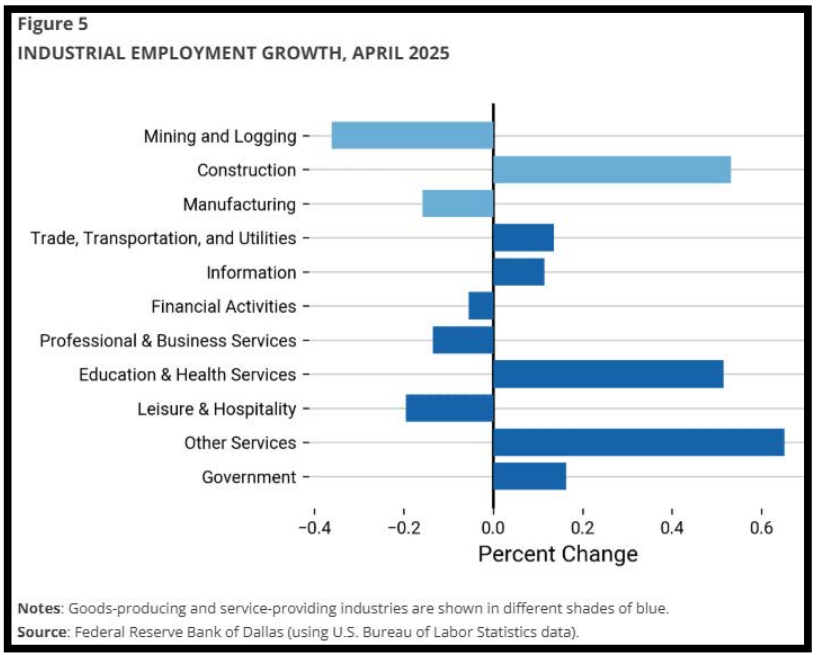
Source: U.S. Bureau of Labor Statistics and the Federal Reserve Bank of Dallas.

Employment

Month-over-month (MoM) employment growth was positive in every metropolitan area of Texas (Figure 4). The San Antonio metropolitan area experienced extraordinary employment growth in April, led by significant growth in the service industry.

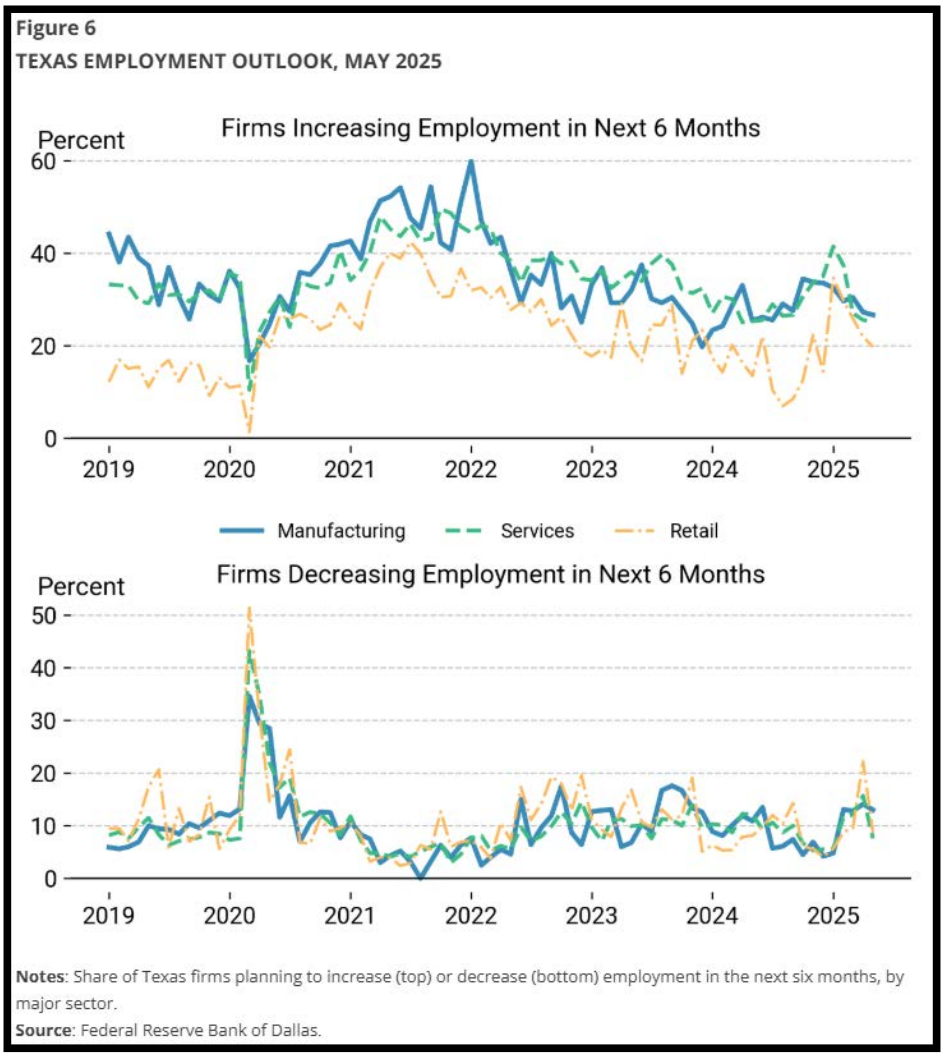


Industrial MoM employment growth in Texas varied significantly across the sectors, with five of the 11 sectors showing negative growth in April (Figure 5). Mining and logging experienced the largest losses with a 0.36% decline in employment, while Construction, Education, and Health Services, and Other Services led employment gains with 0.53%, 0.51%, and 0.65% increases, respectively.



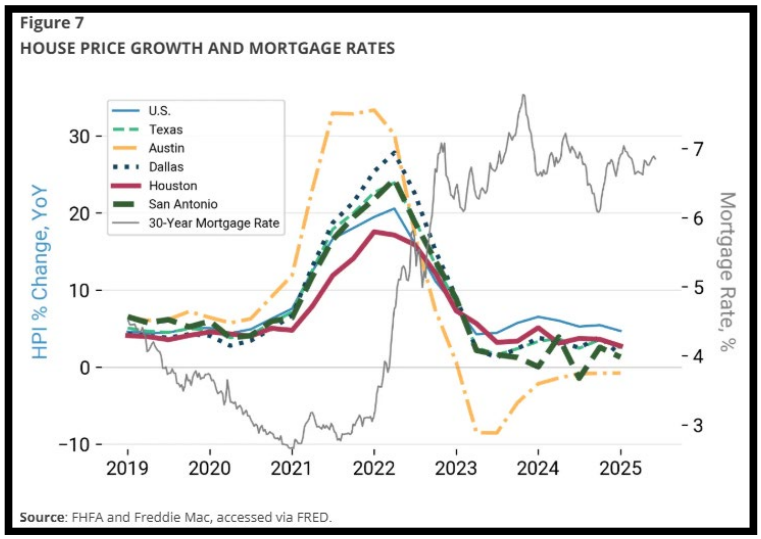
Employment Outlook

The business outlook survey administered by the Federal Reserve Bank of Dallas provides a summary of Texas firms' expectations of employment changes over the next two quarters (Figure 6). The share of firms planning on hiring remained low in all major sectors, reflecting the impact of tariff announcements. The number of firms planning to decrease employment has also dropped significantly in every industry. This reflects a moderation in the employment outlook as many firms wait for more clarity on the economic outlook before making employment changes. However, even if layoffs remain low, a slowdown in hiring could lead to an increase in the unemployment rate.

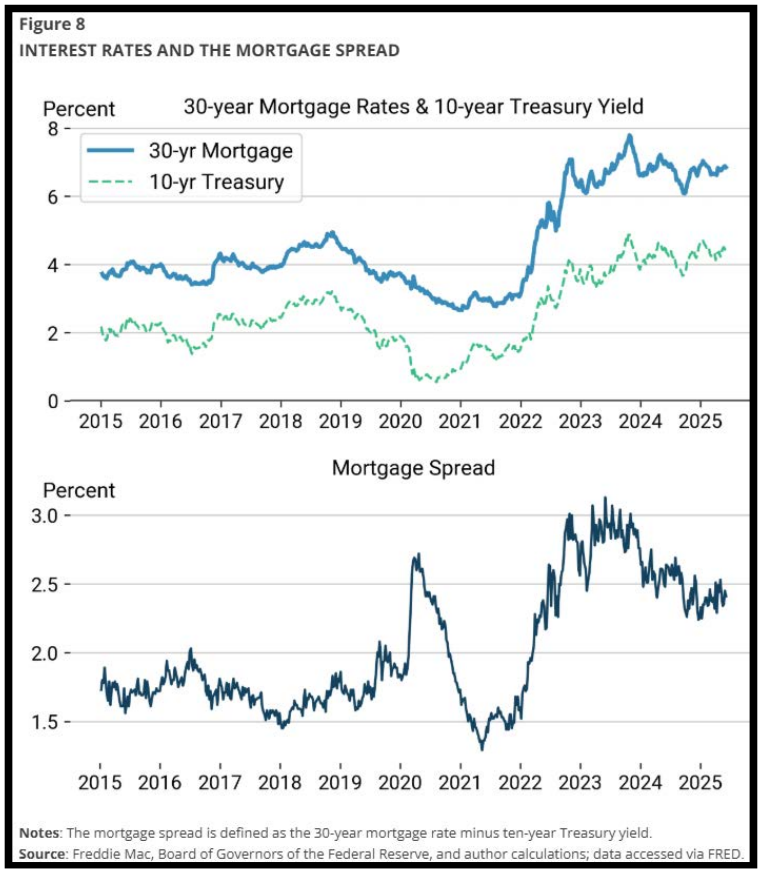


Housing

High mortgage rates continued weighing on house prices in the U.S. and across Texas. According to first quarter 2025 house price index data, Texas house prices grew below the national average (Figure 7), but price growth was positive at the state level. The Austin metropolitan area experienced the slowest growth and remains the only large Texas metropolitan area in negative territory.



The average mortgage rate remains elevated and continues to create headwinds in the housing market. The mortgage spread, conventionally defined as the difference between the average 30-year mortgage rate and the ten-year Treasury yield, indicates an interest rate premium paid by mortgage borrowers. Although the mortgage spread remains well above its typical range of around 150-175 bps, it has been steadily declining since the middle of 2023 (Figure 8). This means the mortgage rate could follow the ten-year Treasury yield more closely as the economic expansion matures.



TEXAS HOUSING INSIGHT (EXCERPTS)
Texas A&M University – Texas Real Estate Research Center
Yanling Mayer (May 27, 2025)

Summary
Total home sales declined in first quarter 2025. The recent surge in inventory was not enough to counteract a slowdown in home sales, with February and March contributing to the overall decline. As mortgage rates held high near 6.75% and 7%, the slowdown in sales underscored ongoing affordability challenges weighing on buyer demand.

New listings entering the market continue to accelerate at a record pace, contributing to rapid inventory growth and pushing availability to its highest levels since the 2007-08 housing crash. The current rate of inventory growth is nearly double that of the build-up during the Great Financial Crisis, when foreclosures flooded the market and demand plummeted.

Entry-level homes lead the surge in inventory growth, underscoring how high mortgage rates have disproportionately impacted first-time and moderate-income homebuyers who often have limited savings and rely heavily on financing.

High inventory and slow sales have motivated sellers to slash prices at record rates to attract buyers. Price cuts in 1Q2025 accelerated compared to 2023 and 2024, reaching their highest since 2011, a period marked by widespread foreclosures and a sharp decline in housing activity.

The Federal Reserve's latest decision to hold interest rates steady at 4.25% to 4.5% means mortgage rates will remain elevated this spring and likely beyond, offering no relief from high borrowing costs while further limiting affordability and dampening demand. Whether this move—eliminating interest rate uncertainty—will encourage previously hesitant buyers to re-enter the market remains to be seen with the incoming data. While affordability is unlikely to improve soon, current inventory conditions have put pressure on sellers, giving buyers more room to negotiate lower prices.

Slow First Quarter Sales
Despite the surge in inventory in recent months, total home sales declined in first quarter 2025, weighed down by weak home sales in February and March.

Mar-2025	Monthly Closed Sales	Year-Over-Year % *vs. Mar 2024*	Year-To-Date % *vs. Q1 2024*	Median Sale Price
Texas	28,190	(1.8%)	(1.7%)	$340,000
U.S.	315,000	(3.1%)	(2.2%)	$403,700

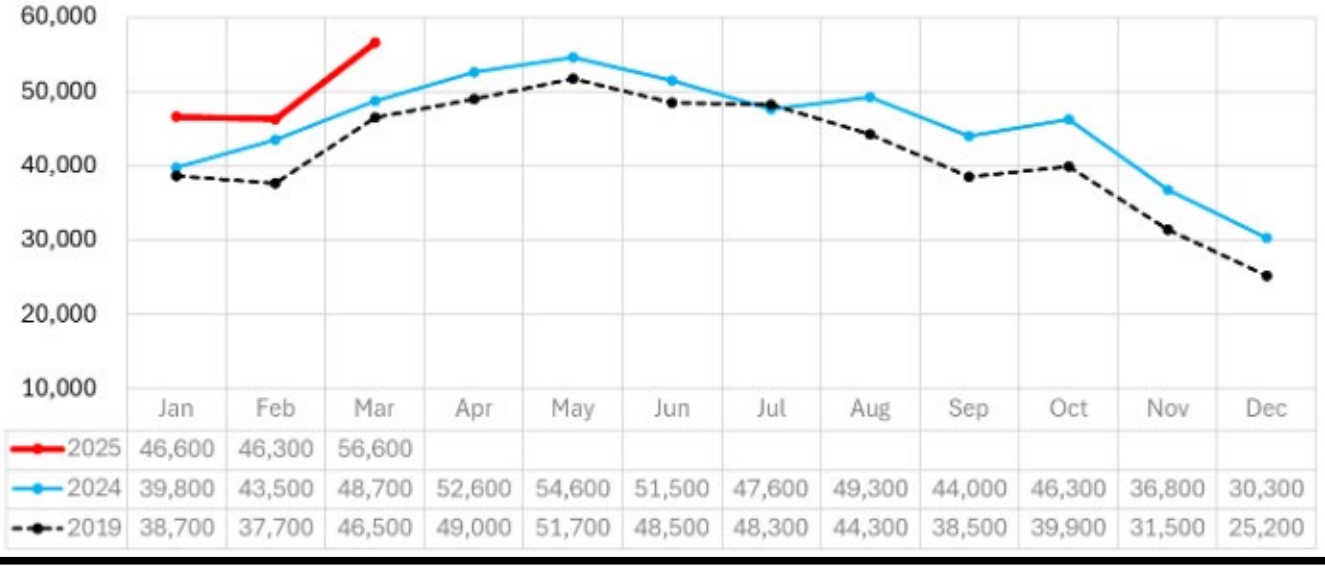
A total of 28,020 home sales (including new and existing homes) were recorded statewide, comprising 8.9% of homes sales nationwide.

- *March home sales declined 1.8% from last year, contributing to the 1.7% decline in 1Q home sales.*
- *March home sales increased month-over-month (MoM) from February (not shown), but the seasonal momentum was softer than normal.*
- *Nationally, March and 1Q home sales were down at 3.1% and 2.2%, respectively, weighed down by weak home sales in Southern states, according to the National Association of Realtors.*
- *Statewide median sales price was $340,000, up by 1% from a year ago ($336,600). The national median home was $403,700.*

New Listing Drive Continued Inventory Growth

The rise in new listings continues to drive rising inventory availability. As highlighted in the January and February issues of Texas Housing Insights, inventory has reached its highest level since 2016, driven in part by the influx of new listings.

Figure 1: Rising New Listings Now Exceed Pre-Pandemic Rates



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2025	46,600	46,300	56,600									
2024	39,800	43,500	48,700	52,600	54,600	51,500	47,600	49,300	44,000	46,300	36,800	30,300
2019	38,700	37,700	46,500	49,000	51,700	48,500	48,300	44,300	38,500	39,900	31,500	25,200

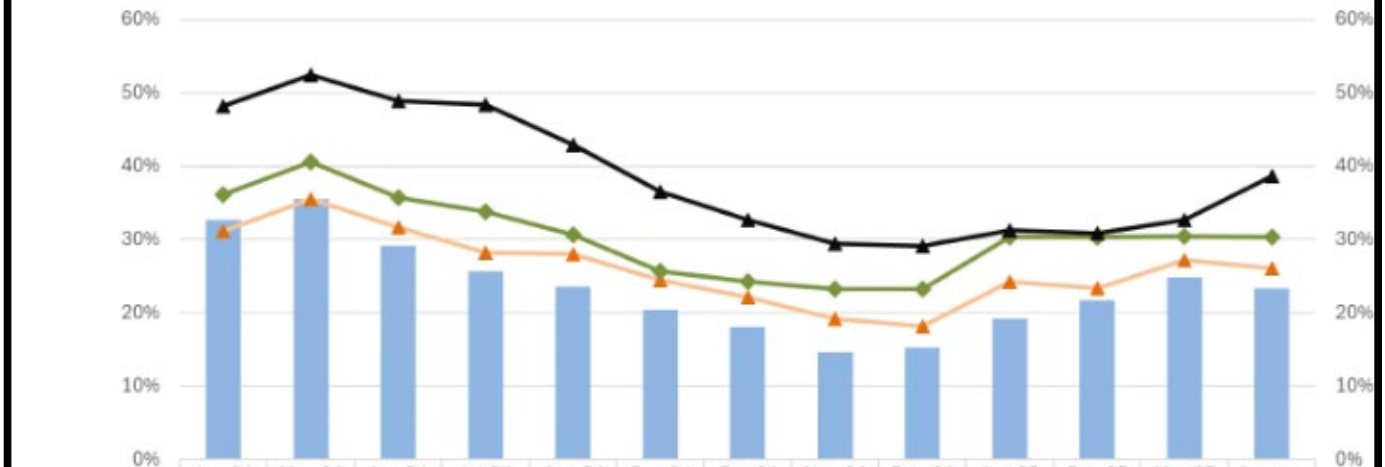
In Figure 1:

- *New listings surged by 16.2% year-over-year (YoY) in March following increases of 6.4% in February and 17.1% in January. These gains sent 1Q new listings to 13.3% above 1Q2024 levels.*
- *March and 1Q new listings surpassed pre-pandemic levels by approximately 22%.*
- *With the current surge in new listings and slowing demand, inventory is on track to expand and push availability to new highs.*

Entry-Level Homes Lead Inventory Surge

Total active inventory has been rising at an average of 31% YoY since spring 2024, reaching 132,140 at the end of March. The current pace of inventory growth is nearly double that of the build-up following the 2007-08 housing market crash and the Great Financial Crisis. When broken down by different price tiers, entry-level homes have seen fastest accelerations in inventory growth.

Figure 2: Entry-Level Homes Lead YoY Inventory Growth



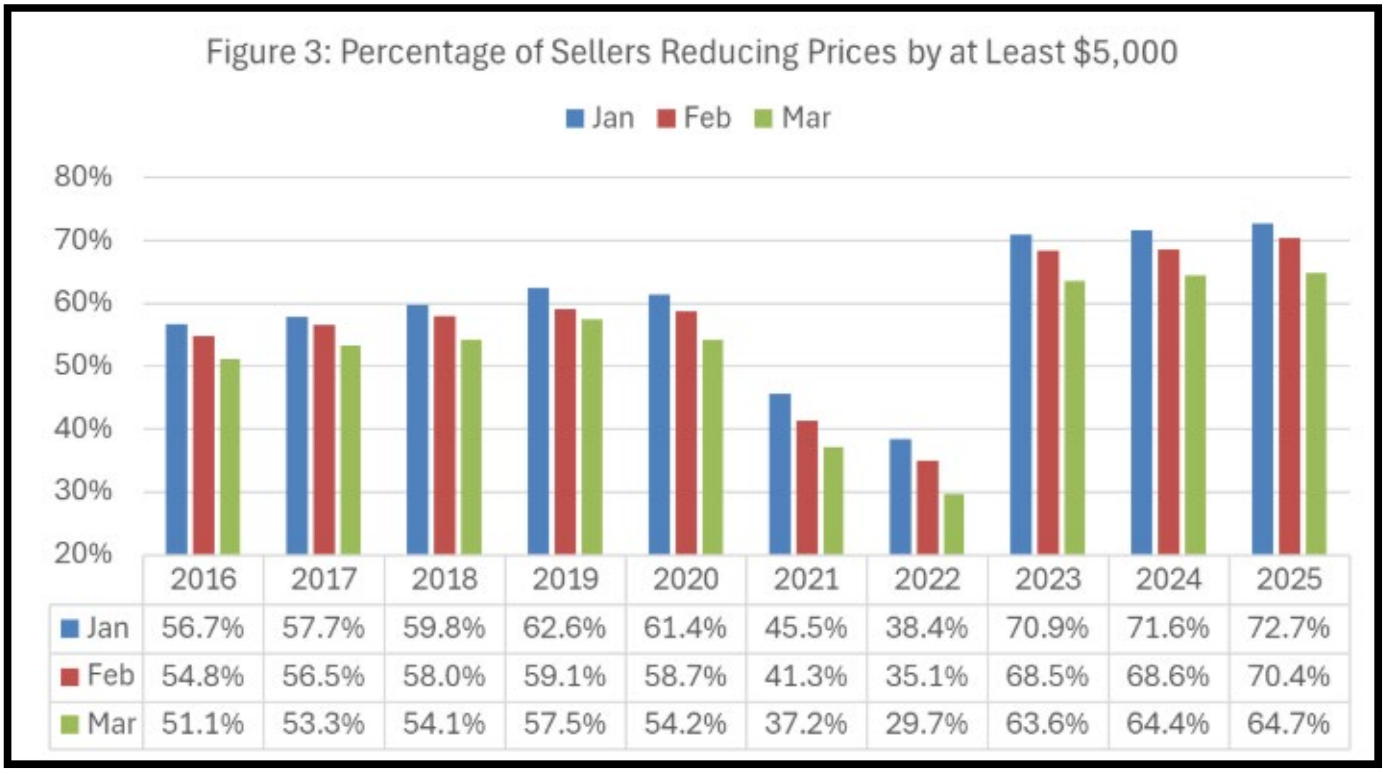
	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Average
above $750k	33%	35%	29%	26%	23%	20%	18%	15%	15%	19%	22%	25%	23%
$500-750k	31%	36%	32%	28%	28%	24%	22%	19%	18%	24%	23%	27%	26%
$300-500k	36%	41%	36%	34%	31%	26%	24%	23%	23%	30%	30%	30%	30%
below $300k	48%	52%	49%	48%	43%	37%	33%	29%	29%	31%	31%	33%	39%

In Figure 2:

- *Entry-level homes (listing price below $300,000) have shown the steepest inventory accelerations, reaching an average of 39% YoY since April 2024. While still reflecting a record-setting pace, inventory growth of other price tiers was not as rapid as entry-level homes.*
- *In March, entry-level home inventory increased 33% YoY, followed by a 30% rise for homes listed between $300,000 and $500,000, 27% for homes priced between $500,000 and $750,000, and 25% for homes listed above $750,000.*
- *Not shown: Entry-level homes accounted for 34% of all active listings. The remaining 66% is distributed as follows: 37% in the low mid-price range ($300,000-$500,000), 16% in the high mid-price range ($500,000-$750,000), and 13% in the top price tier (above $750,000).*

More Sellers Are Cutting Prices amid Wak Sales and Rising Inventory

High inventory and weak demand have motivated sellers to slash prices at record rates to attract buyers. More than 70% of closed sales in 1Q cut prices by $5,000 or more. The rate of price cuts was even slightly higher than in 1Q2011, a time when foreclosure rates were high. As highlighted in the January and February Texas Housing Insights, recent market indicators—including inventory buildup, days on market (DOM), and inventory turnover ratios—reveal home sales are at their slowest rates since 2016 while homes are sitting on the market longer than usual, prompting sellers to cut prices to attract offers.



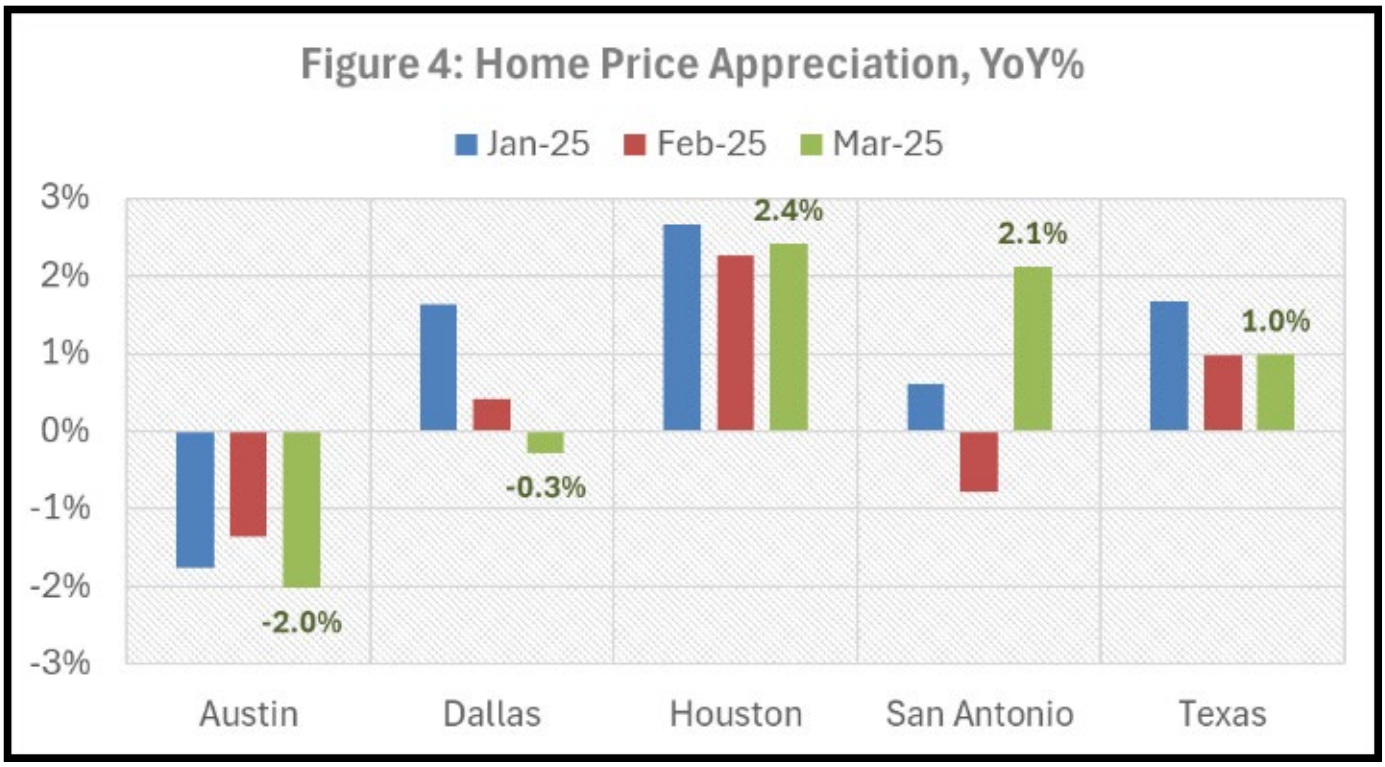
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Jan	56.7%	57.7%	59.8%	62.6%	61.4%	45.5%	38.4%	70.9%	71.6%	72.7%
Feb	54.8%	56.5%	58.0%	59.1%	58.7%	41.3%	35.1%	68.5%	68.6%	70.4%
Mar	51.1%	53.3%	54.1%	57.5%	54.2%	37.2%	29.7%	63.6%	64.4%	64.7%

In Figure 3:

- *In March, 64.7% of home sales saw price reductions of at least $5,000. In January and February, the percentage of sales with price cuts was higher, at 72.7% and 70.4%, respectively. Slower winter sales months typically see more price cuts by sellers.*
- *Sellers have become more aggressive with price reductions than in 2024 and 2023. Not shown: In March, median price reductions were $12,500, compared to $10,000 in March 2024.*
- *As a percentage, the median price reduction amounted to 3.6% of the listing price.*
- *Price reductions have reached their highest levels compared to the pre-pandemic market or to 2023 and 2024.*

Houston Leads with Steady Home Price Appreciation

The Texas Real Estate Center Home Price Index (Texas HPI) continues to capture steady prices with gradual home price appreciation across the state. In March, the Texas HPI recorded a 1% increase YoY after rising at a similar pace in January (1.7%) and February (1%).



In Figure 4:

- *Houston continues to lead with the largest YoY increase at 2.4%, making the 17th consecutive month of steady-pace upward momentum in home prices.*
- *In Dallas, home prices weakened over the past three months, driven by rapid inventory growth, especially in the Dallas-Plano-Irving area.*
- *The March San Antonio HPI recorded a 2.1% YoY increase. Compared to Dallas, Houston, and Austin, San Antonio's HPI tend to exhibit greater volatility, as reflected in its fluctuating YoY trends over the past three months. Overall, the city's 1Q2025 home prices rose 0.7% YoY.*
- *As of March 2025, Austin continues to experience a modest 2% price decline YoY.*

Local Housing Markets Indicators

March 2025 Inventory Velocity

Texas Metros	Active Listings	Active Listings YoY%	New Listings YoY%
Dallas-Fort Worth-Arlington	29,819	36.1%	18.6%
Statewide	132,140	29.7%	17.1%

Source: Texas Real Estate Research Center

New Construction Year-to-Date (January through March 2025)

Building Permits	Year-to-Date (YTD)	YTD% from a Year Ago	Permit Unit Value $
Dallas-Fort Worth-Arlington	10,988	(10.0%)	$299,484
Statewide	38,426	(6.8%)	$289,307

Note: Texarkana, Victoria, and Eagle Pass have few building permits authorized and are not reported.
Source: U.S. Census Bureau

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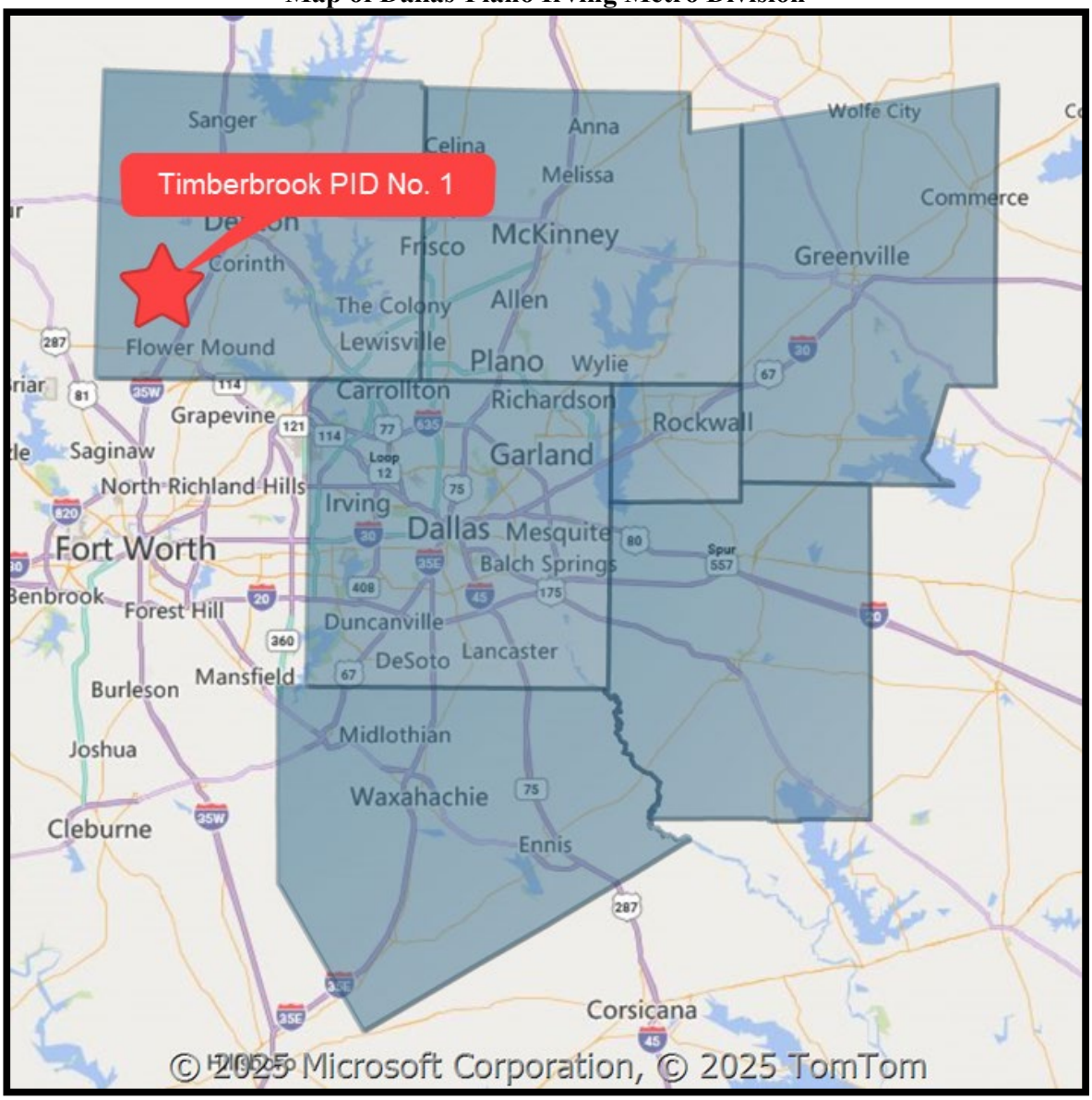
DALLAS-PLANO-IRVING METRO DIVISION QUARTERLY HOUSING REPORT (EXCERPTS)
Texas A&M University – Texas Real Estate Research Center
(First Quarter, 2025)

Executive Summary

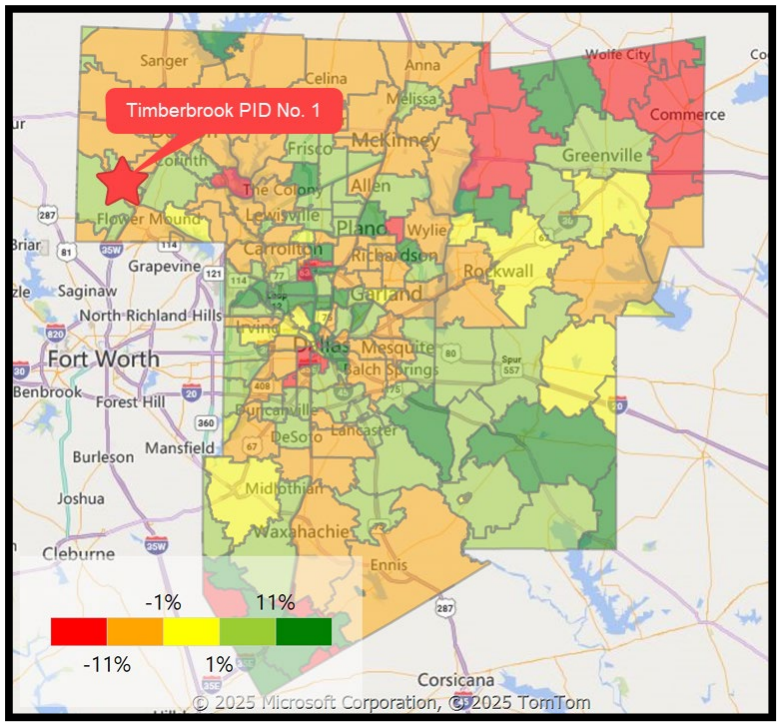
- *Metro area sales volume increased 0% to 13,424 transactions. Median price decreased 0.1% year-over-year to $412,400.*
- *2025 Q1 months inventory for all residential properties rose 38.3% year-over-year to 4 months.*
- *Metro area residential property listings increased 42.8% year over-year to 20,678 active listings.*

Map of Dallas-Plano Irving Metro Division



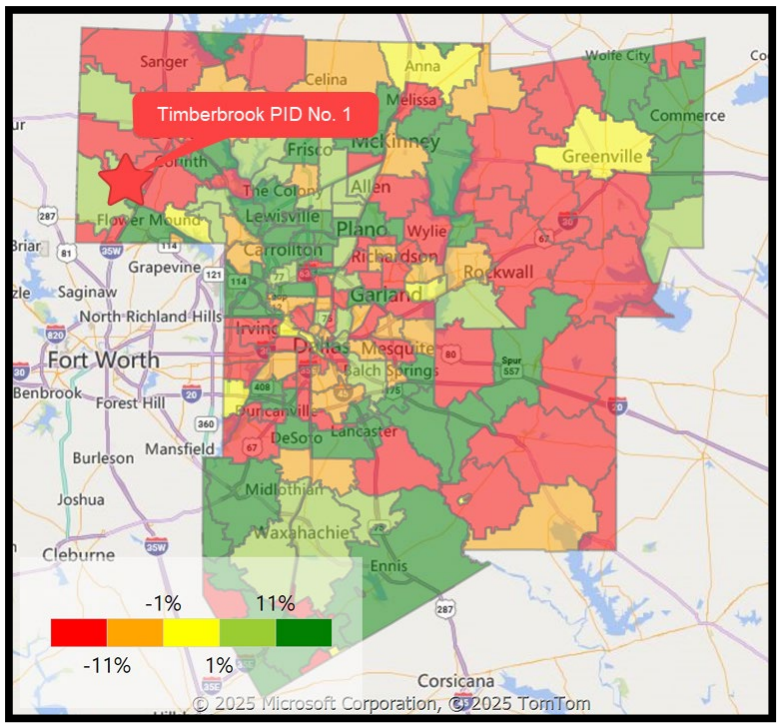
Median Price Change (YoY)

According to TREC, median sale price change year-over-year (YoY) in the subject's area near Timberbrook PID No. 1 *increased between 1% and 11%.*

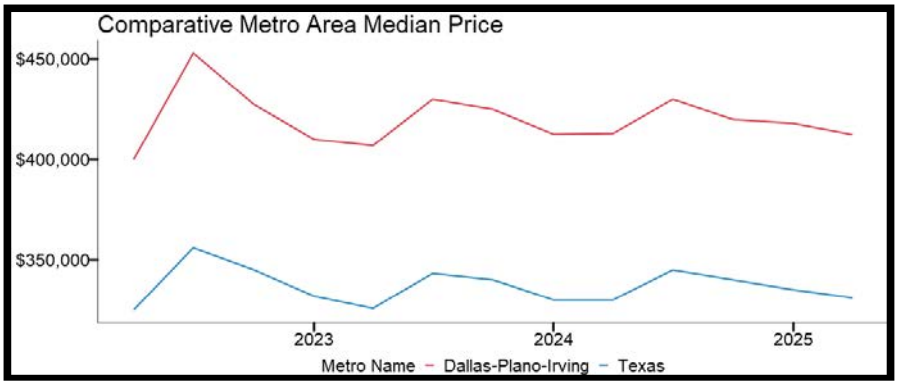


Sales Volume Change (YoY)

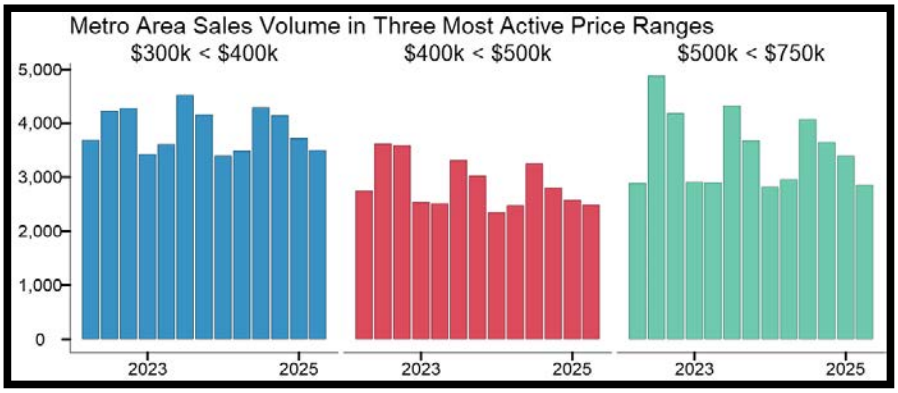
According to TREC, sales volume change year-over-year (YoY) in the subject's area near Timberbrook PID No. 1 *increased between 1% and 11%.*



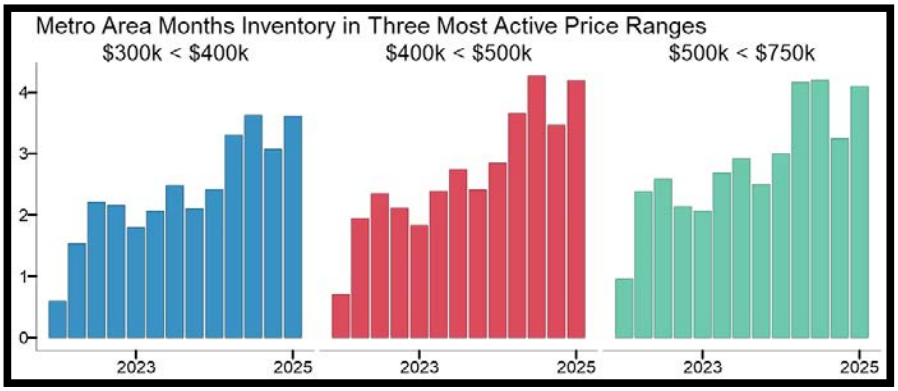
Median price in the Dallas-Plano Irving metro decreased by approximately 0.1% year-over-year, from $413,000 to $412,400. Metro area price exceeded the statewide median price of $331,000 by $81,400 as shown in the following chart:



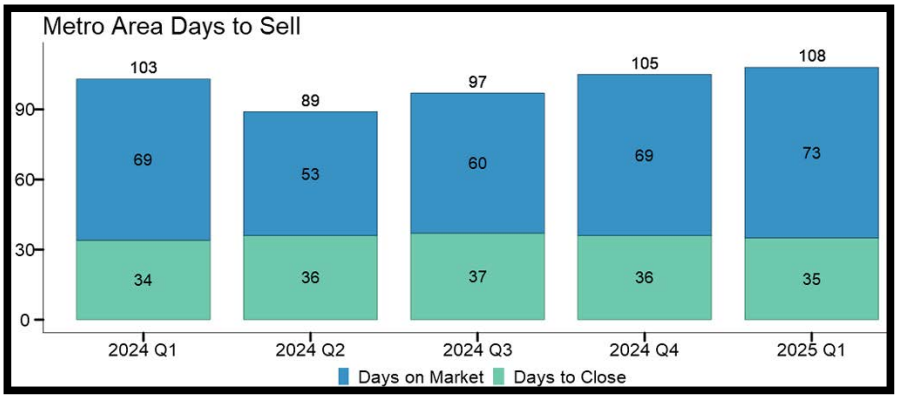
2025 Q1 total sales volume increased by approximately 0% year-over-year, from 13,423 to 13,424. Sales of homes between $300k and $400k rose from 3,492 to 3,500, while homes between $500k and $750k dipped from 2,958 to 2,858, and homes between $400k and $500k rose from 2,469 to 2,482 as shown in the following graph:



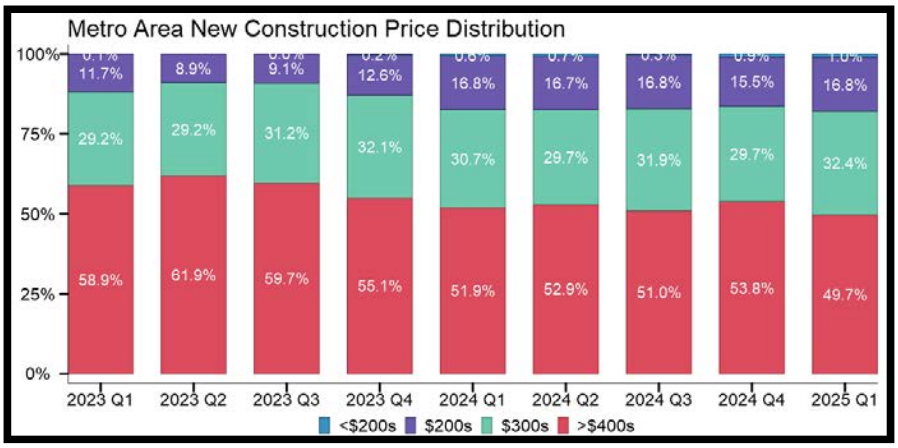
Metro area months inventory increased year-over-year from 2.89 to 4 months. Homes between $300k and $400k rose year-over-year, from 2.41 to 3.61 months, while homes between $500k and $750k rose year-over-year, from 3 to 4.1 months and homes between $400k and $500k rose year-over-year, from 2.84 to 4.19 months as shown in the following graph:



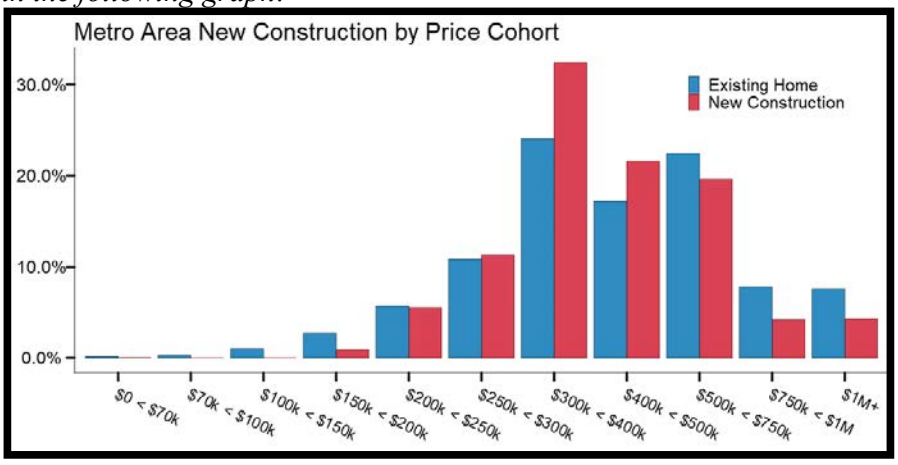
Average days to sell throughout the metro area increased from 87 to 97 days, an increase of 11.5%-year over-year. Average days to sell for homes between $300k and $400k increased from 84 to 95 days, a 13.1% increase year-over-year as shown in the following graph:



Homes in the $400s and above fell to 49.7% of single-family new construction sales through the MLS. The second most active price range was homes in the $300s, which grew from 30.7% to 32.4% year-over-year as shown in the following graph:



In the latest quarter, the average price was $485,688 for new homes sold through the MLS, a decrease over last year's figure of $488,832. Average price for existing homes was $543,722, an increase over last year's figure of $528,019 as shown in the following graph:



The following chart shows the housing metrics for Denton County:

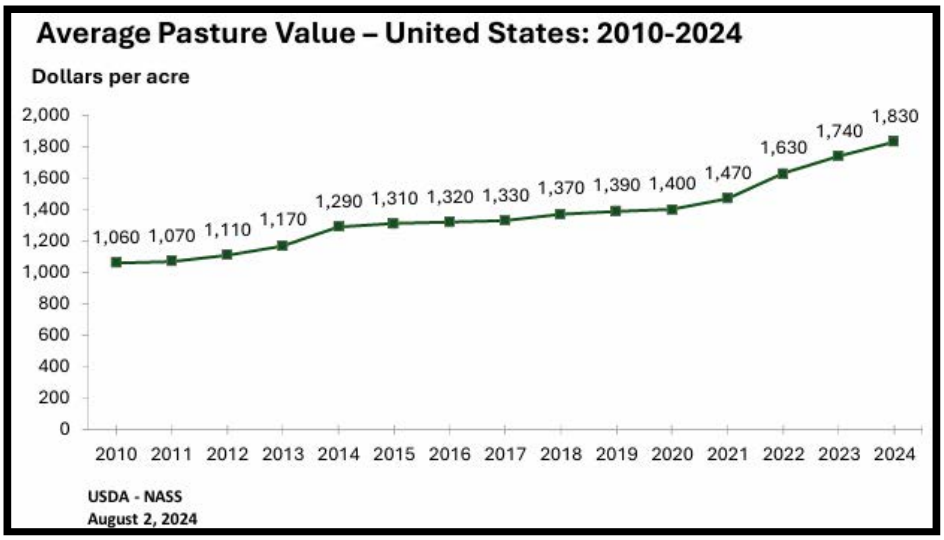
Denton County

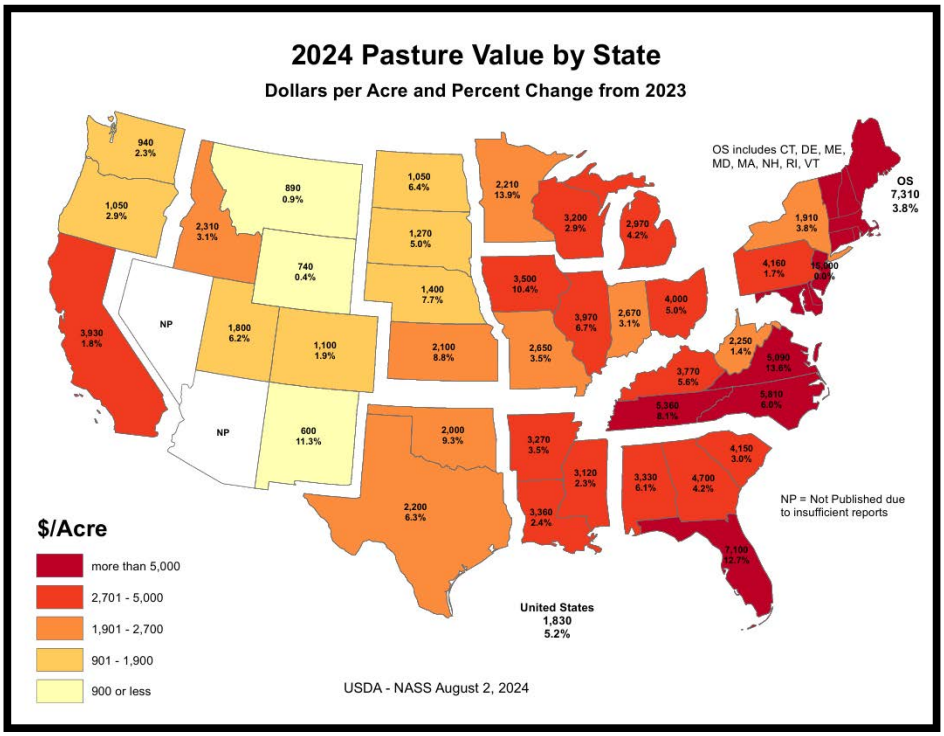
Price Cohort	Closed Sales	YoY%	% Sales	Median Price	YoY%	Median Price PSF	YoY%	Active Listings	Months Inventory	Median Square Feet	Median Year Built
$0 < $70k	2	100%	0%	***	***	***	***	1	1.7	***	***
$70k < $100k	1	0%	0%	***	***	***	***	0	0.0	***	***
$100k < $150k	5	25%	0%	$135,000	8%	$147.92	16%	3	3.0	832	1959
$150k < $200k	11	0%	0%	$185,000	3%	$146.69	-17%	17	4.1	1,193	1962
$200k < $250k	60	50%	2%	$230,000	-2%	$170.10	-16%	47	3.0	1,311	1980
$250k < $300k	222	28%	7%	$280,495	0%	$195.39	-2%	153	2.2	1,434	2006
$300k < $400k	865	-2%	29%	$353,000	0%	$193.49	1%	966	3.1	1,817	2013
$400k < $500k	665	1%	22%	$444,717	1%	$195.88	-2%	1,088	4.3	2,278	2018
$500k < $750k	743	-6%	25%	$590,000	1%	$206.00	0%	1,133	3.6	2,879	2016
$750k < $1M	246	9%	8%	$840,000	0%	$240.10	0%	431	3.9	3,538	2014
$1M+	202	4%	7%	$1,300,500	4%	$313.29	6%	470	5.5	4,244	2016

*** Not displayed when fewer than five sales

USDA NASS

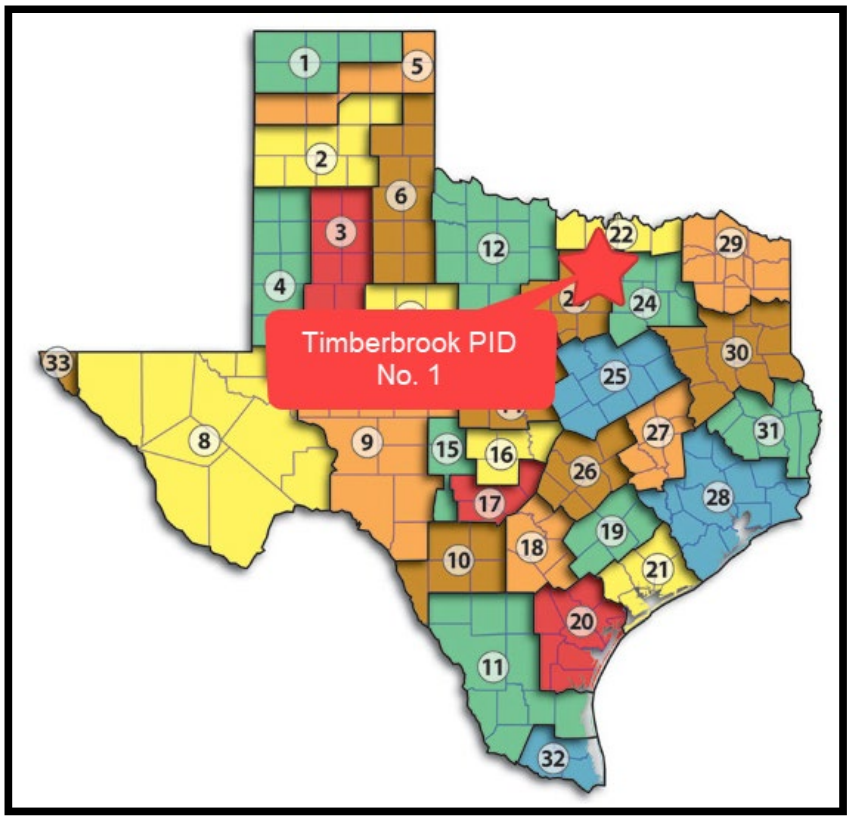
We reviewed research from the Texas A&M Real Estate Center, the United States Department of Agriculture's (USDA) National Agricultural Statistics Service (NASS), and the Texas Chapter of the American Society of Farm Managers & Rural Appraisers to establish the market trends of rural land transactions. According to the USDA NASS, the value of a typical US pasture (measuring land) averaged $1,830 per acre for 2024. Below shows the average pasture value national and by state which was $2,200/acre in Texas – up 6.3% annually

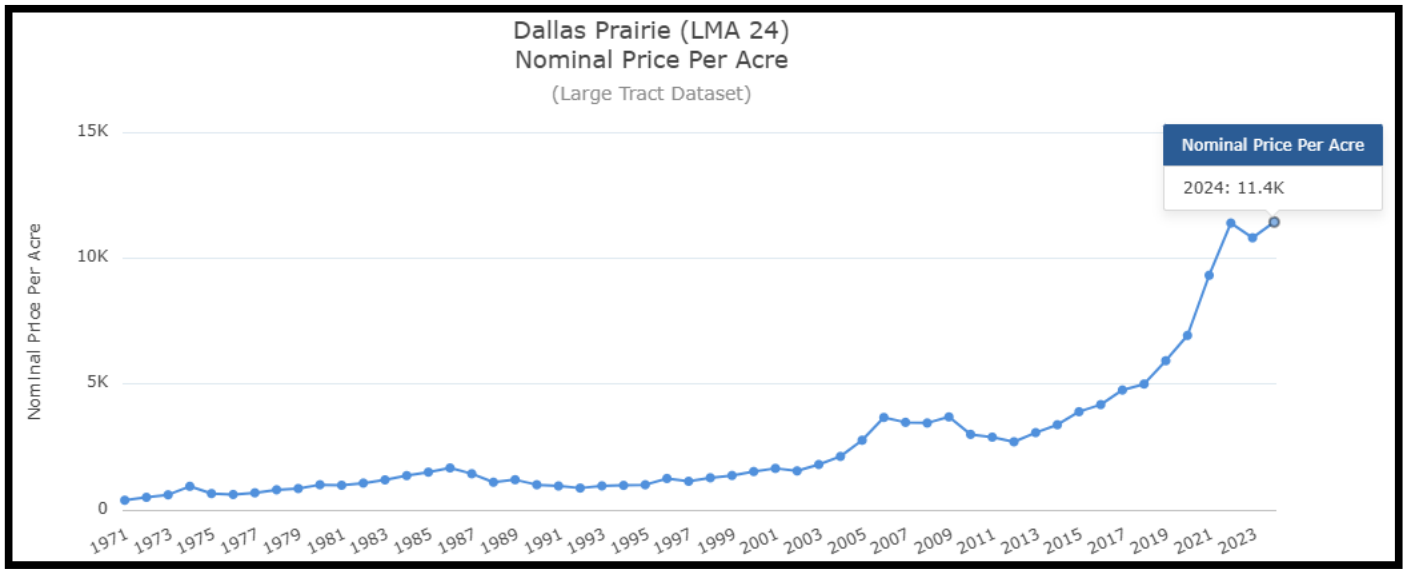




Texas Real Estate Research Center – *Texas Rural Land Value Trends*

According to the Texas A&M Real Estate Center, the nominal median price per acre in the area around the subject property – Dallas Prairie increased 5.79% in 2024. Prices from 2023 were down -5.13%. This shift in change can be attributed to the continued relocation of out-of-state home buyers to the Dallas-Fort Worth Market. Our research shows that this increase in prices in the subject's market area continues to reflect sales well into the second quarter of 2025.

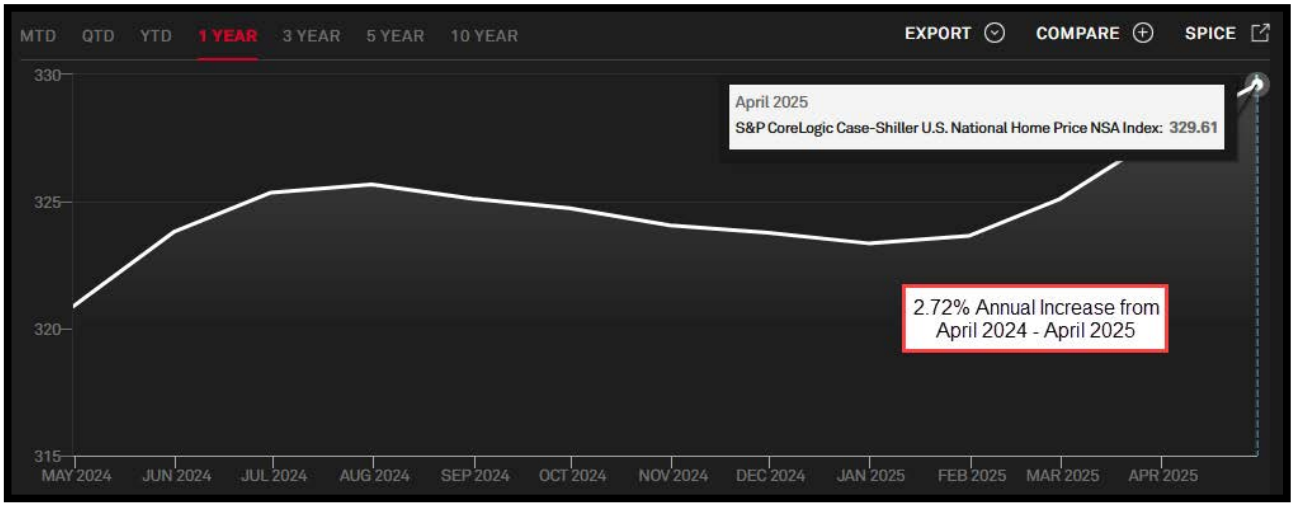


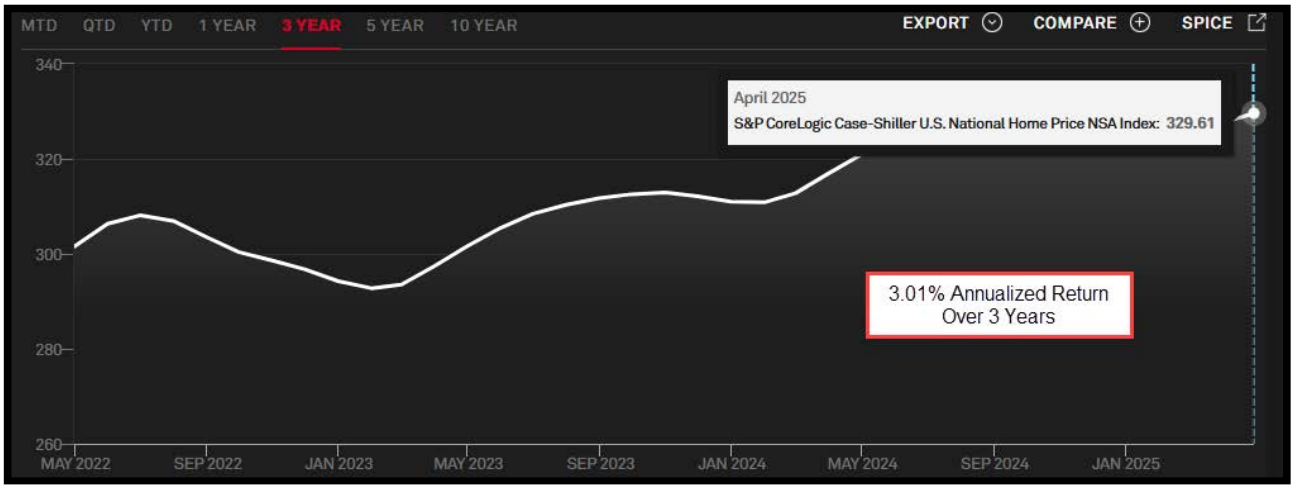


S&P CORELOGIC CASE-SHILLER INDEX

April 2025

Data reported from the Standard & Poor Dow Jones Indices (1-year and 3-year graphs shown below) from end of April 2025 showed that home prices nationally were up 2.72% YoY while the Dallas Metropolitan deceased by 0.21% (Dallas Metro).



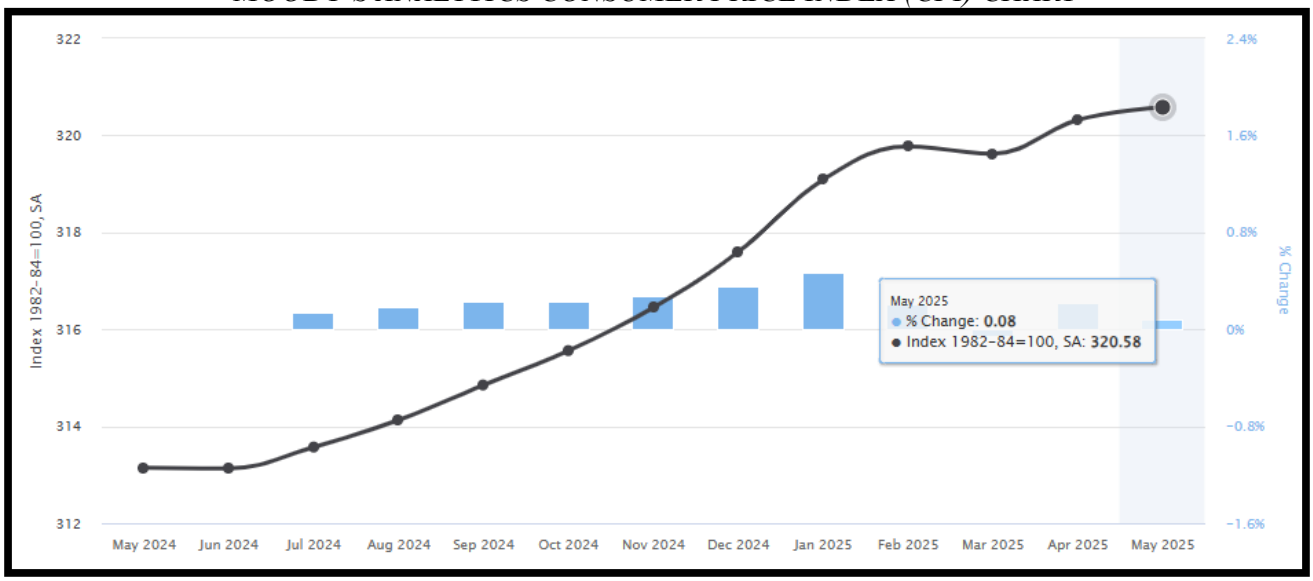


Metropolitan Area	April 2025 Level	April/March Change (%)	March/February Change (%)	1-Year Change (%)
Dallas	297.98	0.77%	0.52%	-0.21%
Composite-10	361.38	0.74%	1.21%	4.07%
Composite-20	341.48	0.75%	1.12%	3.42%
U.S. National	329.61	0.61%	0.77%	2.72%

Sources: S&P Dow Jones Indices and CoreLogic
Data through April 2025

CONSUMER PRICE INDEX (CPI)

MOODY'S ANALYTICS CONSUMER PRICE INDEX (CPI) CHART



In line with our below-consensus call, the U.S. consumer price index rose a mild 0.1% in May. The latest monthly change is a step down from 0.2% growth in April, though it lifted the year-ago rate from 2.3% to 2.4%. Food inflation picked up, rising 0.3% after a 0.1% decline in April. Energy prices fell 1%, driven by a 2.6% slide in the CPI for gasoline. Excluding food and energy, core CPI rose 0.1%. This was below the Moody's Analytics forecast of 0.2% growth and consensus expectations of 0.3%. The 12-month rate for core CPI was unchanged at 2.8%. There is little evidence of tariff-induced inflation in May's report. Prices declined for new and used vehicles, and in the broader durable and nondurable goods categories.

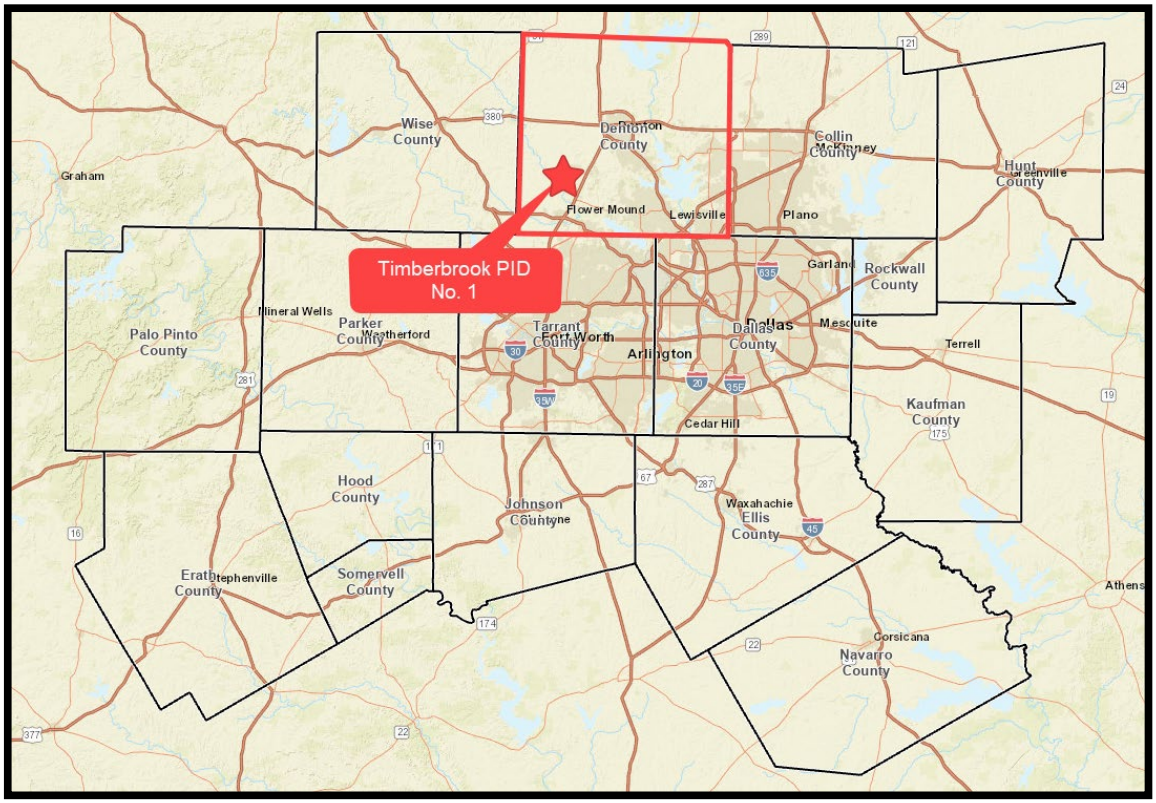
REGIONAL ANALYSIS

The subject is located in Denton County within the Dallas-Plano-Irving Metropolitan Statistical Area (MSA), often combined with the Fort Worth-Arlington-Grapevine MSA, and more commonly referred to as the Metroplex (DFW), which encompasses parts of 16 counties and contains 23 cities with populations over 50,000 in North Central Texas. As reported by the North Central Texas Council of Governments (NCTCOG), the estimated January 1, 2024, population for the NCTCOG region is 8,481,512. Last year the region added just under 200,000 people, nearly 40,000 more residents than were added in 2022. Dallas (30,201) added more population than any other city, followed by Fort Worth with just under 27,000 and surpassing 1 million residents. Celina (10,826), Frisco (6,696), and Princeton (6,374) round out the top 5 growth cities. For the second straight year, Collin County added more than 53,000 new residents while Dallas County added almost 42,000 and Tarrant County added over 35,000 new people. Since 2020, 650,000 new residents now call north Texas home. Contributing about one-third of Texas' GDP, the economy is the most diverse in the state. DFW is home to many business and professional services from major financial institutions to international law firms. It is also home to one of the top ranked container ports in the US and an extensive infrastructure network that serves multiple hotbeds for e-commerce fulfillment.

The region is anchored by two major passenger airports: Dallas-Fort Worth International Airport (DFW), which is the second busiest airport in the world in terms of aircraft movements and the largest hub for American Airlines, and Dallas Love Field Airport (DAL), which is a city-owned airport and the largest hub for Southwest Airlines – the largest carrier in the nation in terms of passengers carried.

MAP OF DALLAS-FORT WORTH METROPLEX

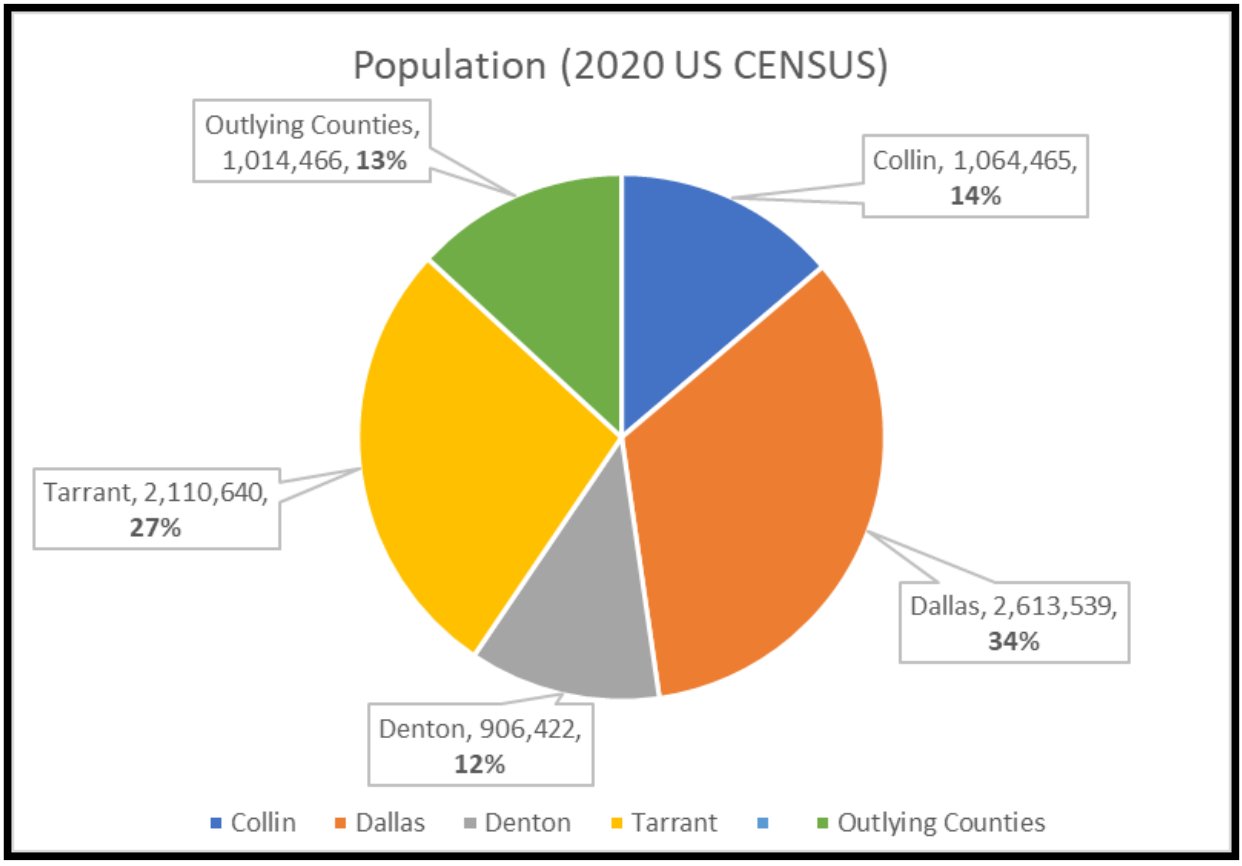
Red Lines Showing Denton County Boundary



When compared to the national economy, the DFW Metroplex is expected to experience expansion arising from growth in a variety of sectors including construction, transportation, manufacturing, finance, healthcare, business services, science and technology, education, and real estate. The expansion is fueled by the region's strategic location in the center of the country and is located at the nexus of major roadways such as Interstates 35, 30, 20, and 45. It is predicted by most analysts that economic activity in the area will exceed the state and national growth averages across most indicators. The region is set for long-term development due in part to its transportation infrastructure, low cost-of-living, business friendly regulatory environment, mild weather, young population, and large work force.

A chart of the four counties in the Metroplex, with the highest populations is shown below. Dallas County is the most populated county in the region with 2,613,539 residents, followed closely by Tarrant County with 2,110,640, Collin County with 1,064,465, and Denton County with 906,422. Other outlying counties such as Ellis, Johnson, Parker, Kaufman, Rockwall, Wise etc. add up to another 1,014,476 residents. The subject property is in the southwest area of Denton County.

PIE CHART OF POPULATION PERCENTAGES IN DFW METROPLEX

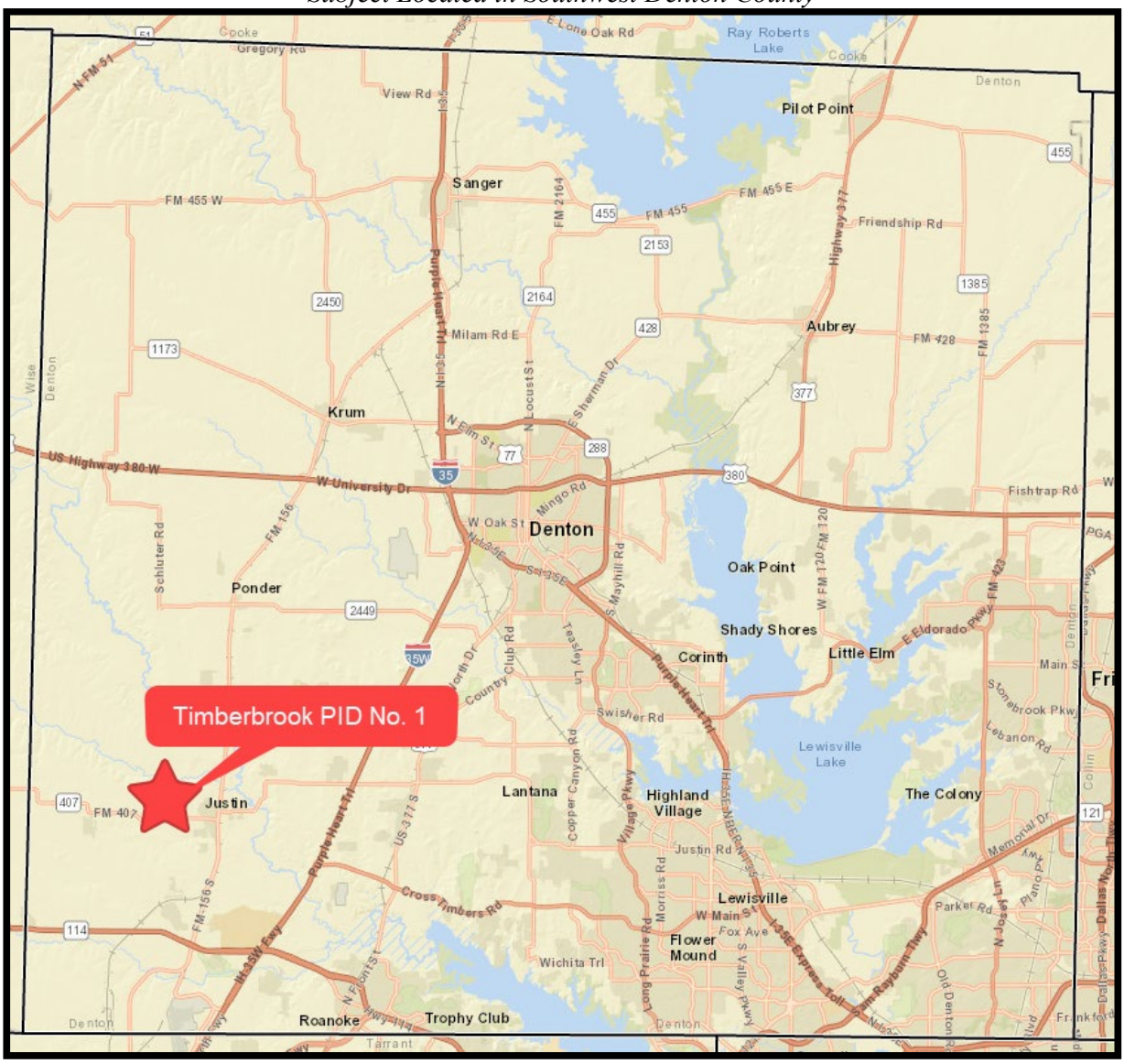


DENTON COUNTY OVERVIEW

Denton County, located in north-central Texas, is a rapidly growing part of the Dallas-Fort Worth metroplex. The county seat, Denton, is known for its lively arts scene, historic downtown, and educational institutions like the University of North Texas and Texas Woman's University. As of the 2020 census, Denton County had a population of 906,422, making it the seventh-most populous county in Texas. The county's growth has been fueled by its strategic location, diverse economy, and high quality of life. Geographically, Denton County covers approximately 953 square miles, featuring a mix of urban and rural landscapes. The county is home to significant bodies of water, including Lewisville Lake and Lake Ray Roberts, which provide recreational opportunities. The terrain includes parts of the Grand Prairie and the Texas Blackland Prairies. The county's economy is bolstered by sectors such as education, healthcare, retail, and technology, with a growing emphasis on sustainable development. Additionally, Denton County's cultural diversity is reflected in its numerous festivals, community events, and a strong sense of community among its residents.

MAP OF DENTON COUNTY

Subject Located in Southwest Denton County



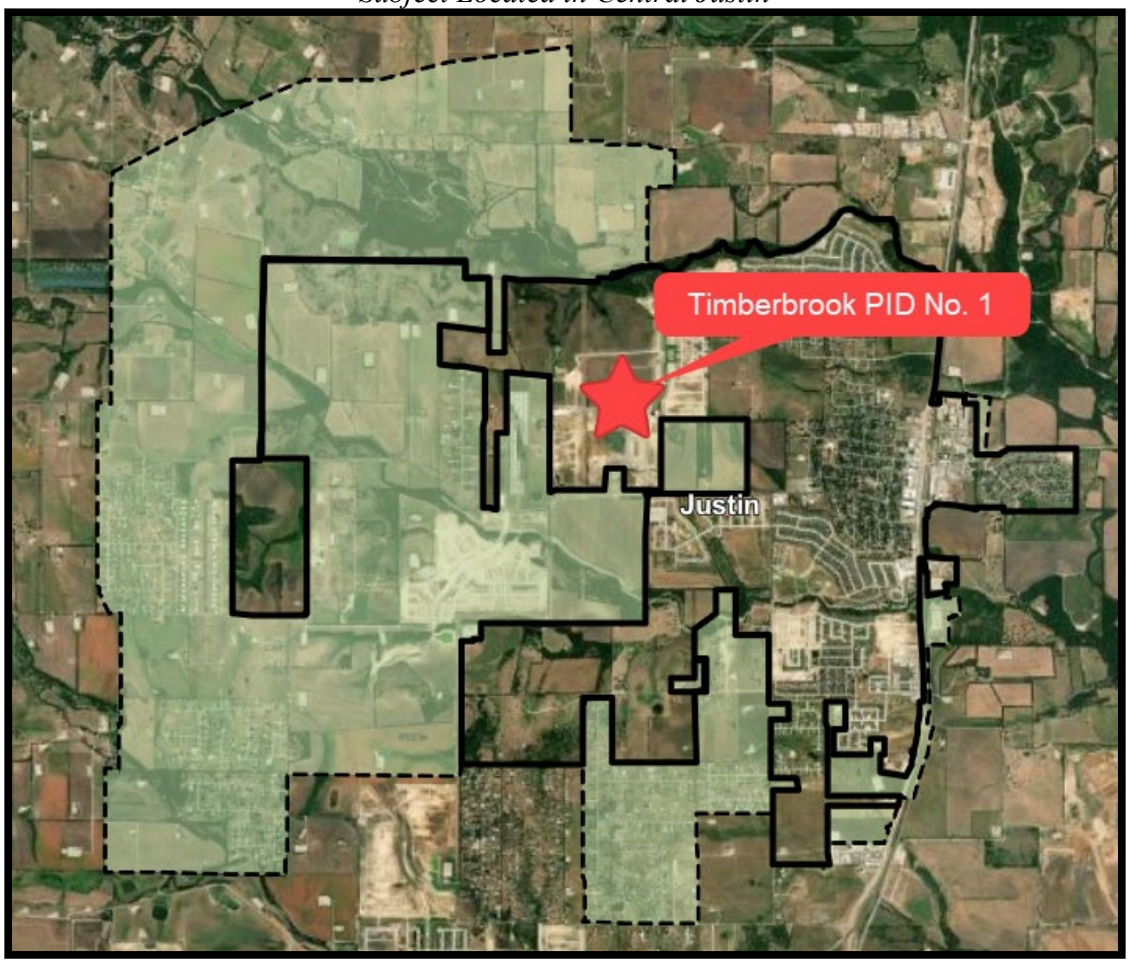
CITY OF JUSTIN OVERVIEW

Located in southwest Denton County, the City of Justin is a growing suburban community within the Dallas–Fort Worth metroplex. Once a quiet rural town, Justin has experienced significant residential expansion in recent years, driven by its proximity to major employment centers and transportation corridors, including State Highway 114 and Interstate 35W. The city benefits from its location approximately 10 miles from Denton, 27 miles from Fort Worth, and 43 miles from Dallas, offering residents convenient access to urban amenities while maintaining a small-town atmosphere. The area is served by the Northwest Independent School District, which is recognized for its strong academic performance and modern facilities.

Justin's housing market reflects a surge in master-planned developments, with over 340 subdivisions offering a range of single-family homes and community amenities. Notable developments such as Timberbrook, Wildflower Ranch, and Treeline have introduced a variety of home styles and price points, attracting both first-time buyers and move-up families. These communities often feature resort-style pools, greenbelt trails, and recreational spaces, aligning with the city's emphasis on quality of life and strategic growth. With a median listing price around $455,000 and continued investment in infrastructure and commercial services, Justin remains a desirable location for residential development within the North Texas region

MAP OF THE CITY OF JUSTIN

Subject Located in Central Justin

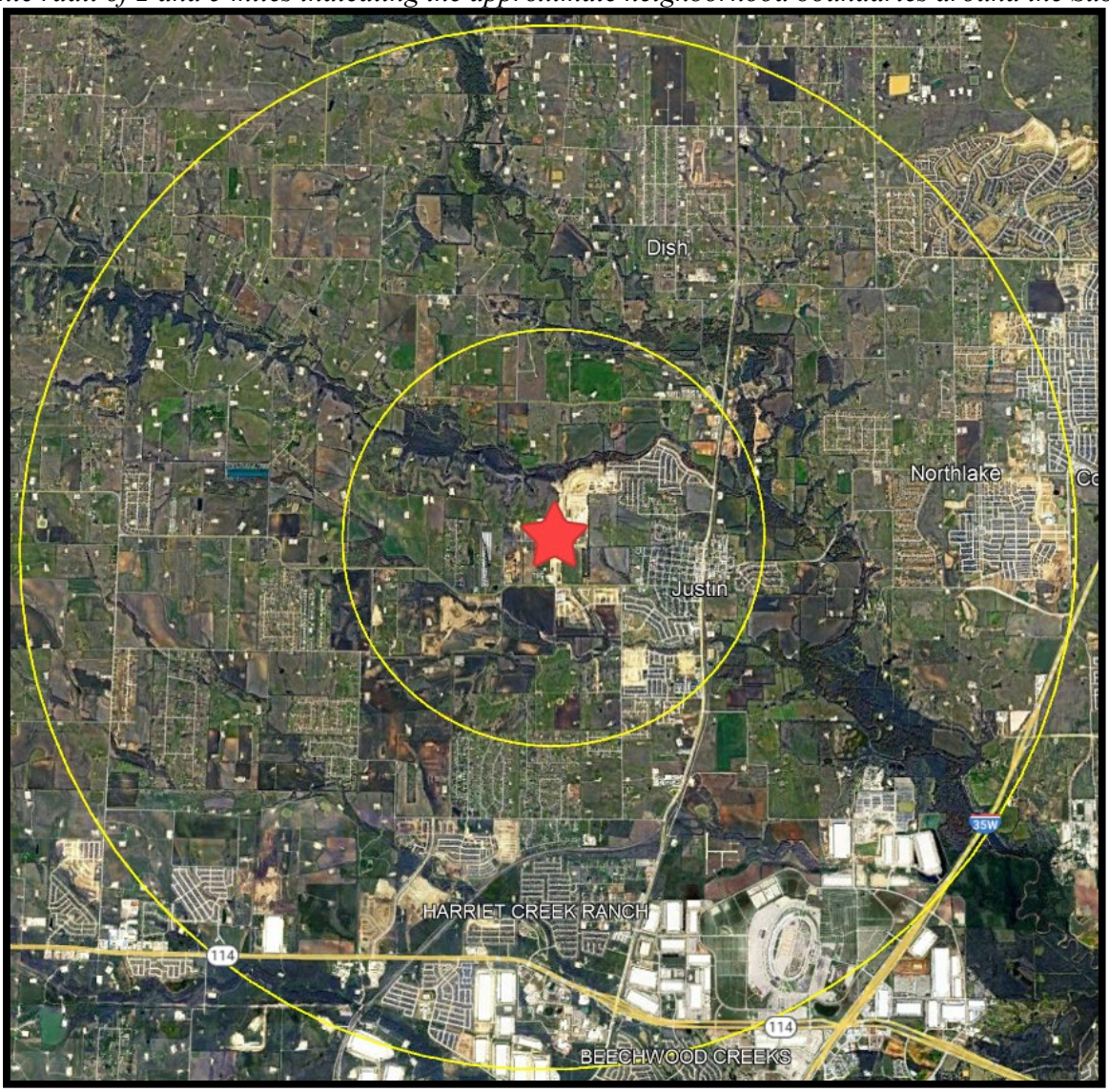


NEIGHBORHOOD ANALYSIS

A neighborhood may be defined as a section of a community or an entire community. It refers to relatively unified areas with definite boundaries which exhibit a fairly high degree of homogeneous uses – basically a group of complimentary land uses that exhibit a greater degree of commonality than the larger area. The boundaries of a neighborhood define the geographical area which exerts influence on the value of the subject property. Timberbrook PID No. 1 is located within the City of Justin, Denton County, Texas.

NEIGHBORHOOD MAP

Geographic radii of 2 and 5 miles indicating the approximate neighborhood boundaries around the Subject



	2 Miles	5 Miles
North	Farm-to-Market 1384	Cartwright Trail
East	Farm-to-Market 156	Intertstate 35W
South	James Smith Road	Blue Mound Road
West	Farm-to-Market 407	Cross County Road

NEIGHBORHOOD DEMOGRAPHICS

The subject is located in census tract 0203.13 with the census report shown on the following page. The census tract report for 0203.13 indicates 5,963 people reside in the tract and income levels are in the middle tier with estimated median family incomes of $128,533. Within census tract 0203.13, approximately 85% of housing units are owner-occupied with 13% being renter-occupied and 2% being vacant. These housing and demographic statistics indicate middle class residents who tend to live in 15–25-year-old single-family homes.

Census Tract 0203.13 Map

Tract 0203.13 Census Report

FFIEC

2024 FFIEC Geocode Census Report

Address: Selected Tract
MSA: 19124 - DALLAS-PLANO-IRVING, TX
State: 48 -
County: 121 - DENTON COUNTY
Tract Code: 0203.13

Summary Census Demographic Information

Tract Income Level	Middle
Underserved or Distressed Tract	No
2024 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	$110,300
2024 Estimated Tract Median Family Income	$128,533
2020 Tract Median Family Income	$102,917
Tract Median Family Income %	116.53
Tract Population	5963
Owner-Occupied Units	1399
1- to 4- Family Units	1604

Census Income Information

Tract Income Level	Middle
2020 MSA/MD/statewide non-MSA/MD Median Family Income	$88,315
2024 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	$110,300
% below Poverty Line	9.80
Tract Median Family Income %	116.53
2020 Tract Median Family Income	$102,917
2024 Estimated Tract Median Family Income	$128,533
2020 Tract Median Household Income	$94,804

Census Population Information

Tract Population	5963
Number of Families	1271
Number of Households	1618

Census Housing Information

Total Housing Units	1651
1- to 4- Family Units	1604
Median House Age (Years)	19
Owner-Occupied Units	1399
Renter Occupied Units	219
Owner Occupied 1- to 4- Family Units	1399
Inside Principal City?	NO
Vacant Units	33

DEMOGRAPHIC SUMMARY

Analytics from CoStar of the area are provided below. Within a 10-mile radius of the subject there are 168,932 people which represents a 4.7% annual increase in population since 2020 and highlights significant growth that has occurred in this portion of the DFW Metroplex. The population growth is expected to continue in the coming years and grow another 3.4% annually in the next five years. Median household incomes in the 10-mile radius are $112,190.

Population	2 miles	5 miles	10 miles
2020 Population	4,210	23,515	142,169
2024 Population	8,622	32,704	168,932
2029 Population Projection	10,998	40,332	197,824
Annual Growth 2020-2024	26.2%	9.8%	4.7%
Annual Growth 2024-2029	5.5%	4.7%	3.4%
Median Age	40.3	37.7	38.1
Bachelor's Degree or Higher	26%	32%	44%
U.S. Armed Forces	0	18	33

Income	2 miles	5 miles	10 miles
Avg Household Income	$129,201	$125,179	$138,976
Median Household Income	$95,033	$104,416	$112,190
< $25,000	261	858	3,472
$25,000 - 50,000	398	1,154	5,339
$50,000 - 75,000	521	1,674	7,532
$75,000 - 100,000	370	1,423	8,371
$100,000 - 125,000	300	1,418	7,150
$125,000 - 150,000	342	1,435	5,915
$150,000 - 200,000	162	1,191	7,560
$200,000+	599	1,566	11,062

EMPLOYMENT DATA

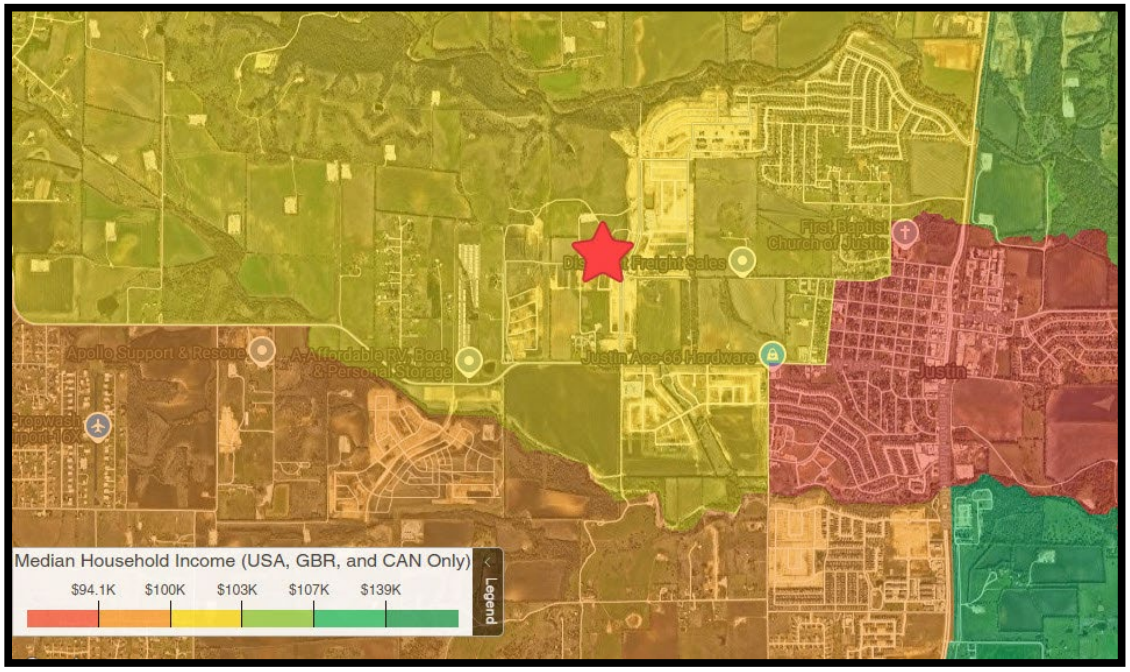
A table of the 2, 5, and 10-mile radius employment figures are shown below. The numbers highlight the area's economy with most employees in the area surrounding the subject in service-producing industries.

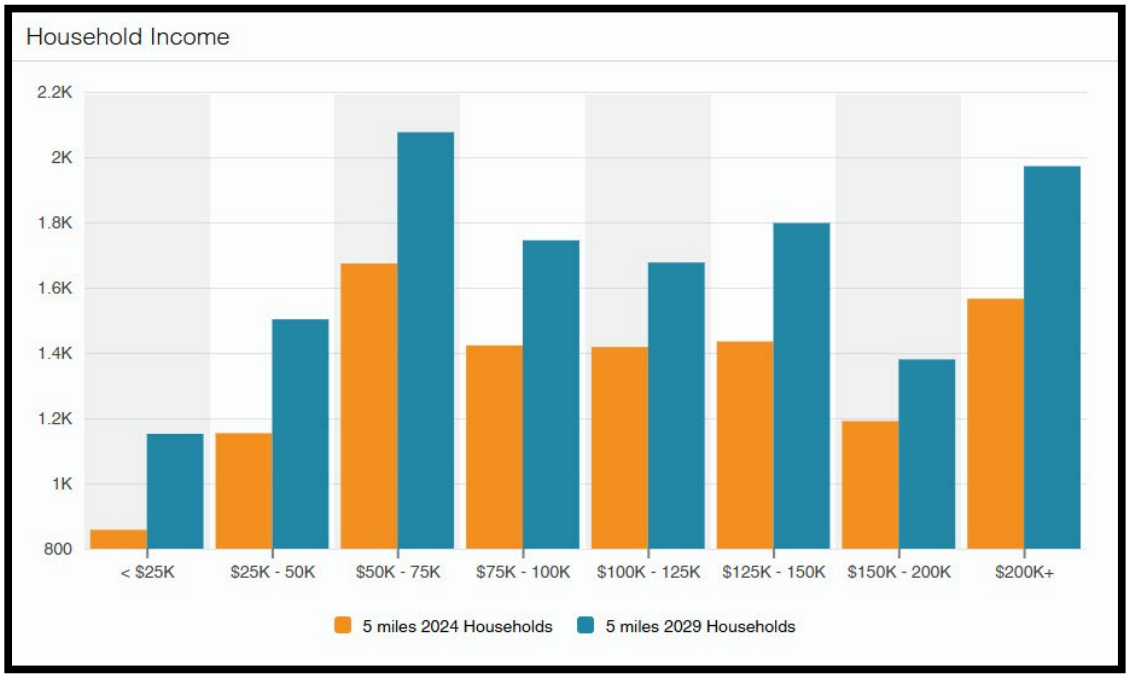
Daytime Employment

Radius	2 miles		5 miles		10 miles	
	Employees	Businesses	Employees	Businesses	Employees	Businesses
Service-Producing Industries	**1,572**	**232**	**4,561**	**542**	**31,398**	**3,323**
Trade Transportation & Utilit...	293	42	1,289	130	6,081	576
Information	5	1	27	6	397	55
Financial Activities	108	31	197	60	2,993	428
Professional & Business Se...	112	26	479	73	6,785	504
Education & Health Services	476	56	1,127	116	6,036	807
Leisure & Hospitality	262	28	963	75	4,940	381
Other Services	189	44	326	74	3,127	507
Public Administration	127	4	153	8	1,039	65
Goods-Producing Industries	**164**	**29**	**598**	**90**	**5,409**	**535**
Natural Resources & Mining	17	4	19	5	103	26
Construction	108	20	344	66	2,981	392
Manufacturing	39	5	235	19	2,325	117
Total	**1,736**	**261**	**5,159**	**632**	**36,807**	**3,858**

CoStar Analytics – Map of Median Household Income

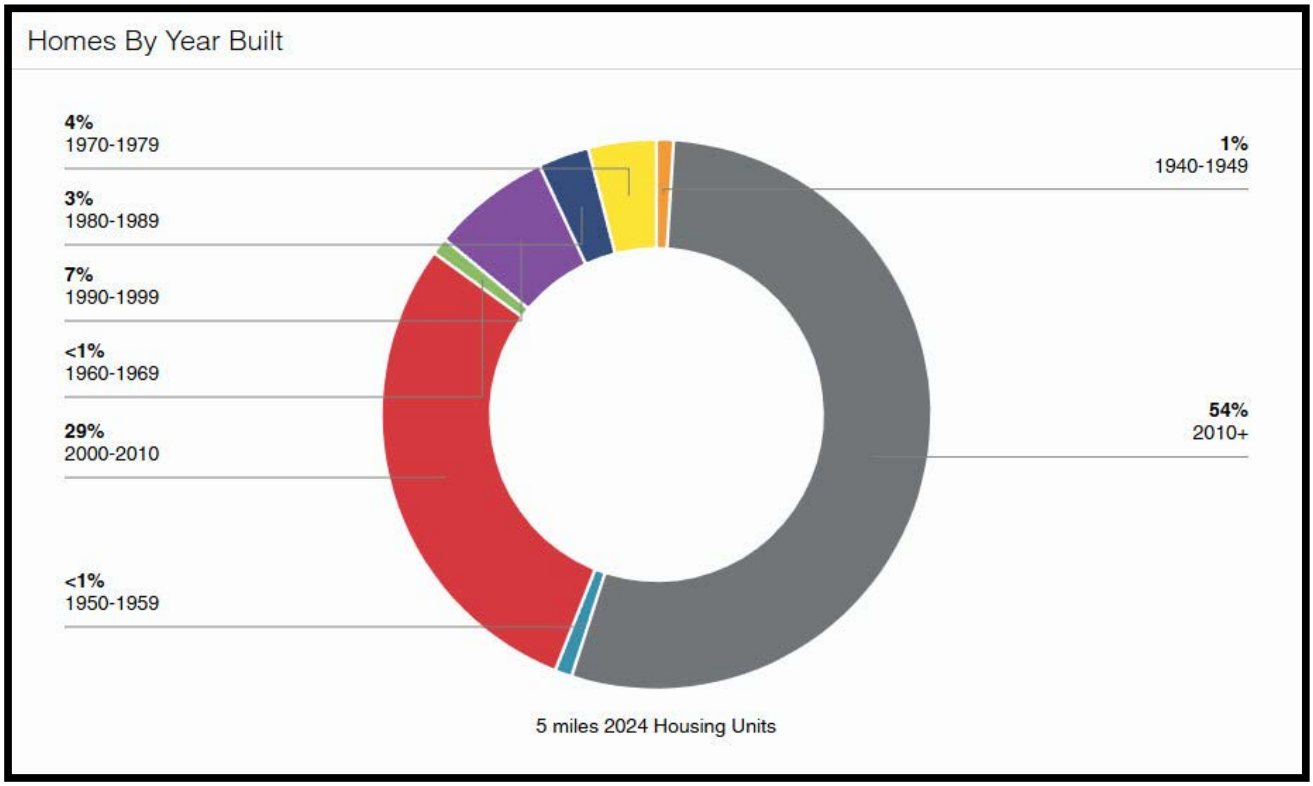
As indicated by the map below, median incomes in the vicinity of the subject property are between $100K and $103K. Median incomes in the DFW tend to be higher in suburban areas outside the population centers in Dallas and Fort Worth. This is especially true in areas northeast of Dallas where affluent communities have concentrated for the past few decades.





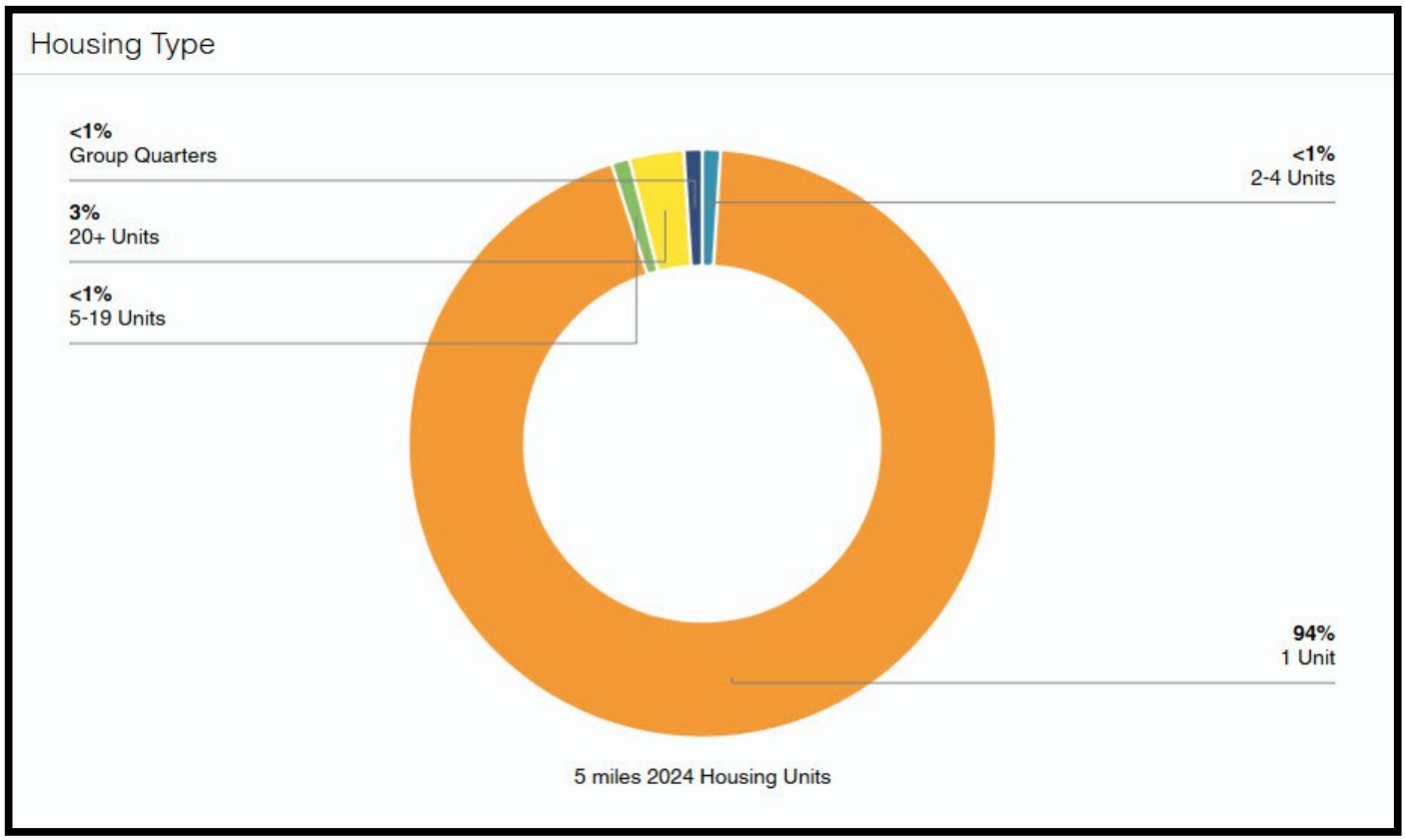
CoStar Analytics – Housing Statistics

Most housing in the area (83%) are homes that were after 2000. This is consistent with the growth stage of the surrounding area which has experienced numerous residential subdivision developments in recent years.



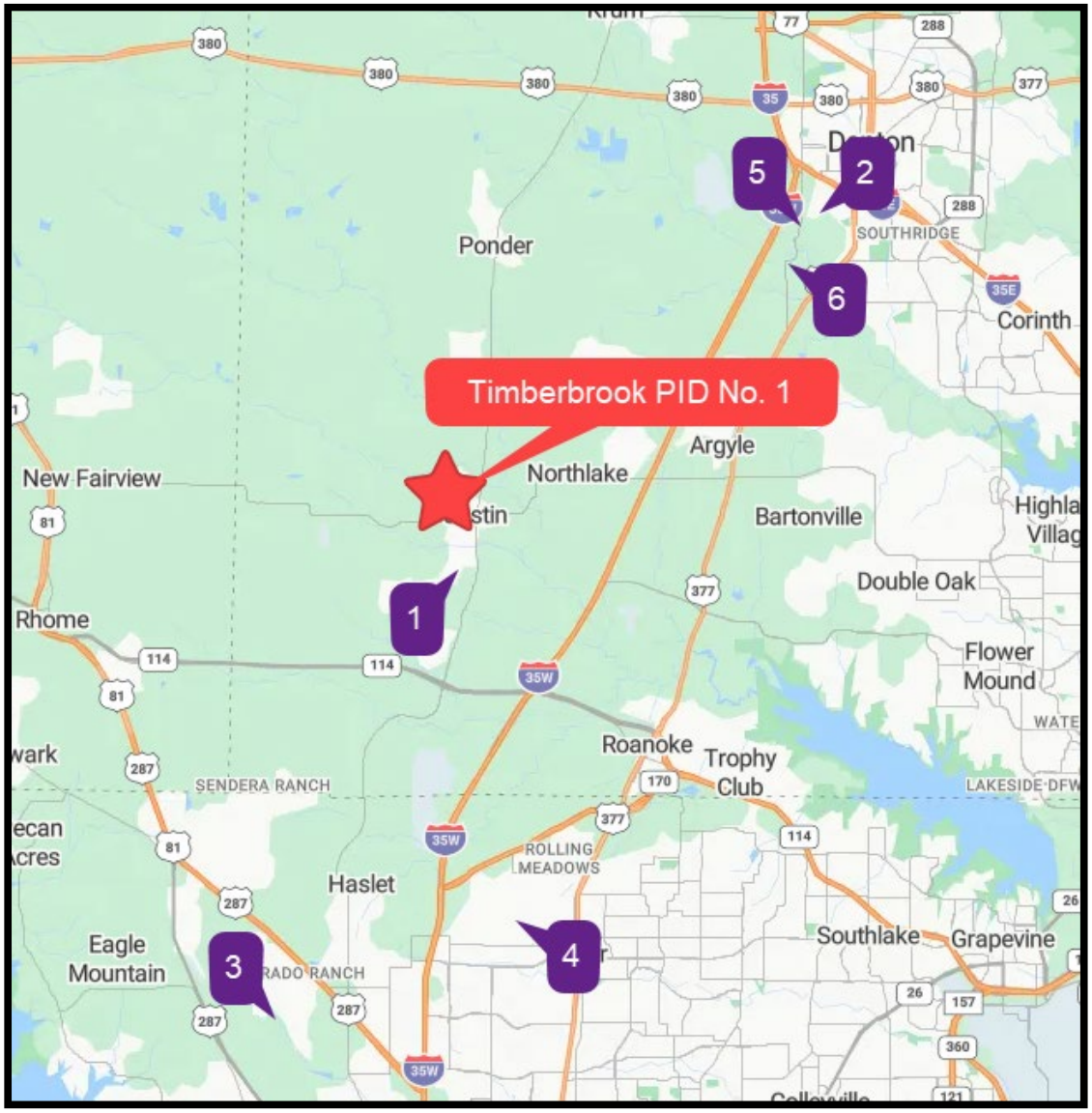
CoStar Analytics – Housing Statistics

In addition, the vast majority (94%) of housing in the 5-mile radius consists of single unit housing stock. The subject property is being developed with detached single-family housing that is consistent with the surrounding area.



Map of Notable Nearby Developing Residential Subdivisions

A map of notable built-out, developing, and planning single-family residential subdivisions are shown below which highlights the similar and conforming uses around the subject property.



MAP KEY			
1	Reatta Ridge Addition	*5*	Courts of Bonnie Brae
2	Eagle Creek	*6*	Glenwood Meadows
3	Waters Bend/Waters Bend South		
4	Villas at Barber Creek		

ABSORPTION ANALYSIS

RESIDENTIAL ANALYSIS

The subject property is Timberbrook PID No. 1 Phase 7 and 9, which consists of approximately 52.354 acres in Denton County being developed into detached single-family lots for residential use. The property is owned by Bloomfield Homes LP.

When analyzing the financially feasible and maximally productive use of the site, uses that are both physically possible and legally permissible must be considered. An important factor affecting the development of the subject is the surrounding land usage. For the subject property, the primary potential use is single-family residential development as that conforms to recent land development in the surrounding area around Justin. The neighborhood is best described as west of Timberbrook Parkway. The neighborhood is a mix of single-family developments and agricultural land. At the entrance to the subject property, Timberbrook Parkway runs north/south, which connects the subject to Farm-to-Market Road 407.

Since the recession in 2008, the residential real estate market in this area of North Texas has continuously improved and the City of Justin has experienced this consistent population growth. Low interest rates persisted nationally in 2021, and the markets rose significantly, but from 2022-2024 and into the beginning of 2025 we have seen higher interest rates as the Fed seeks to combat inflation. Still, with large numbers of migration from outside DFW from higher cost-of-living states and an abundance of steady jobs, demand for residential real estate in growing communities like Justin is expected to remain strong. Those end-user homebuyers in Timberbrook PID No. 1 are expected to be middle-to-upper-income earners as the average home price for finished single-family homes in the community are expected to start in the 600,000s.

Demand for vacant developed lots (VDLs) for home builders is currently very high; however, material and labor shortages were well-publicized in 2021 and have continued to ease in late-2022 and in 2023 according to the Texas Real Estate Research Center. Developable residential land in DFW with good access to Fort Worth and Dallas is in high demand with developments moving ever further away from the Dallas and Fort Worth CBDs and highly developed areas south of Dallas and Fort Worth where vacant land is scarce after decades of growth. The subject property –Timberbrook PID No. 1– is removed from the large Central Business Districts in the Metroplex but relatively near areas of Denton County where many young families have migrated when searching for safe neighborhoods, good schools, relatively affordable new homes, and desirable residential amenities.

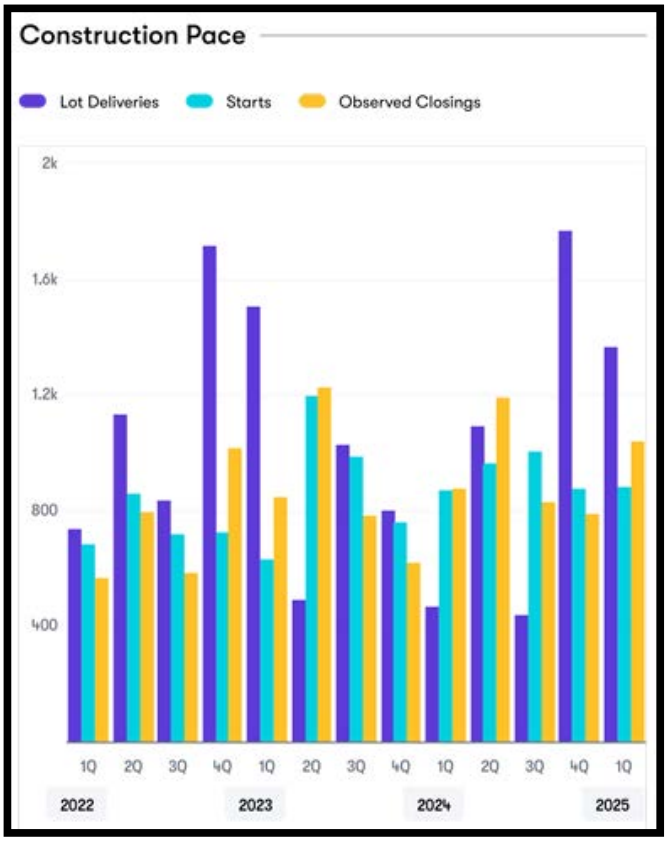
Based on the preceding, the proposed absorption of single-family home lots in the subject's neighborhood will be analyzed using historical absorption data provided by Zonda as well as information obtained from area market participants and developers. It is important to note that our absorption data is based on historical trends and current available data. Since the first residential lots were scheduled to be completed June 1, 2025, for Phase 7 and January 1, 2027 for Phase 9, we will analyze the historical trends and attempt to forecast the absorption rates based off data, analytics, and our conversations with developers in the market.

We determined a 15-mile radius around the subject property is suitable for our absorption analysis as the competitive supply of lots is within this area. Further, we examined residential communities with lot widths between 52'-65'.

The Construction Pace chart below reflects notable shifts in residential development activity across the most recent five quarters. VDL deliveries swung widely, starting with a 473 in Q1 2024, then surging to 1,095 in Q2, dipping in Q3, peaking at 1,773 in Q4, and finally easing to 1,372 in Q1 2025—a 190% year-over-year increase. In contrast, housing starts followed a more stable trajectory, ticking up from 876 in Q1 2024 to a high of 1,011 in Q3, before softening slightly to 885 in Q1 2025, reflecting minimal net change over the year. Observed closings, meanwhile, saw more dramatic swings: from 882 in Q1 2024, up to 1,198 in Q2, down again through Q3 and Q4, then rebounding to 1,043 in Q1 2025, marking an 18% year-over-year gain. The chart captures these dynamics visually, with a clear pulse of builder responsiveness to market shifts—particularly in lot activity—while buyer closings show a recovery trend after a mid-year lull.

Construction & Supply

	1Q 2024	2Q 2024	3Q 2024	4Q 2024	1Q 2025	1Q 2025 VS 1Q 2024
Pace						
Quarterly VDL Deliveries	473	1,095	444	1,773	1,372	190.06%
Annual VDL Deliveries	2,801	3,402	2,815	3,785	4,684	67.23%
Quarterly Starts	876	967	1,011	883	885	1.00%
Annual Starts	3,833	3,596	3,617	3,737	3,746	-2.00%
Quarterly Observed Closings	882	1,198	831	791	1,043	18.00%
Annual Observed Closings	3,519	3,489	3,534	3,702	3,863	10.00%

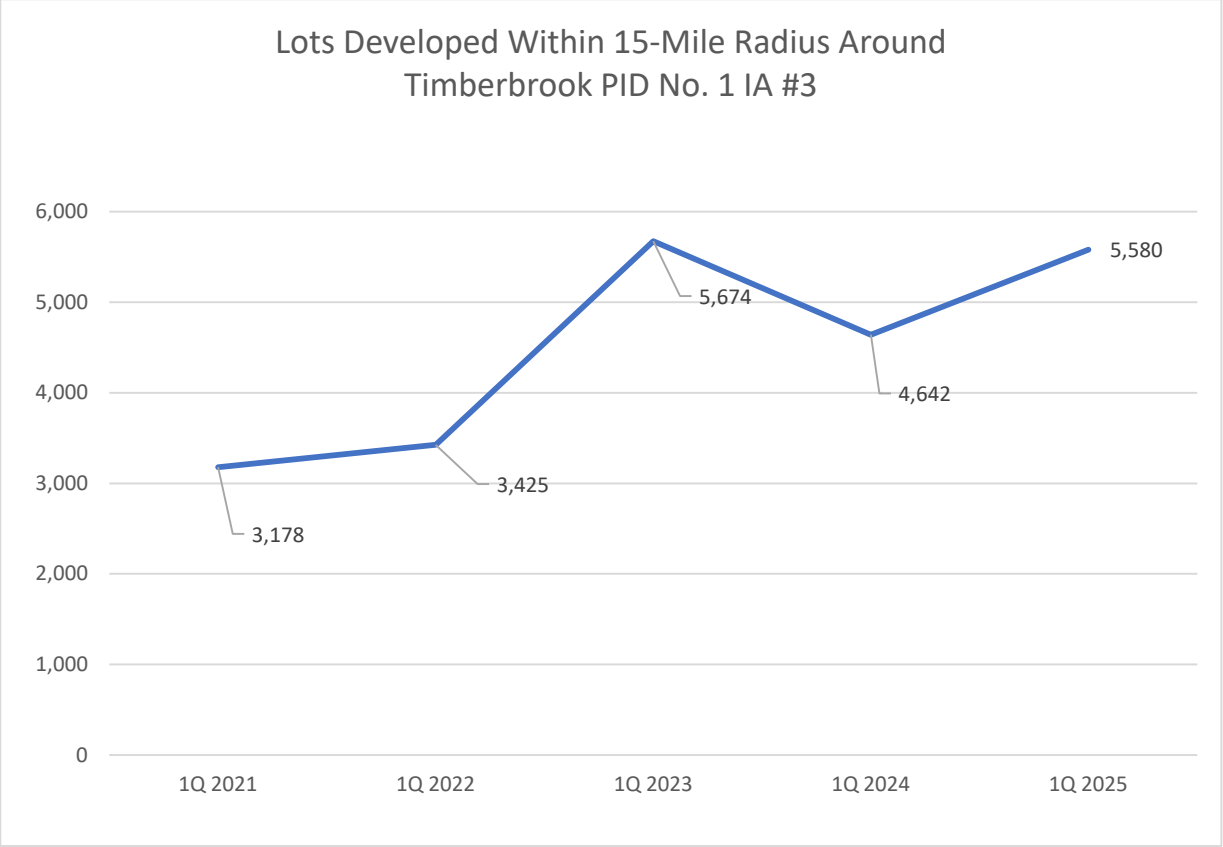


DEFINED SUBMARKET AREA

According to Zonda, the selected area absorbed the following number of 52'-65' lots year-over-year from 1Q2021 to 1Q2025

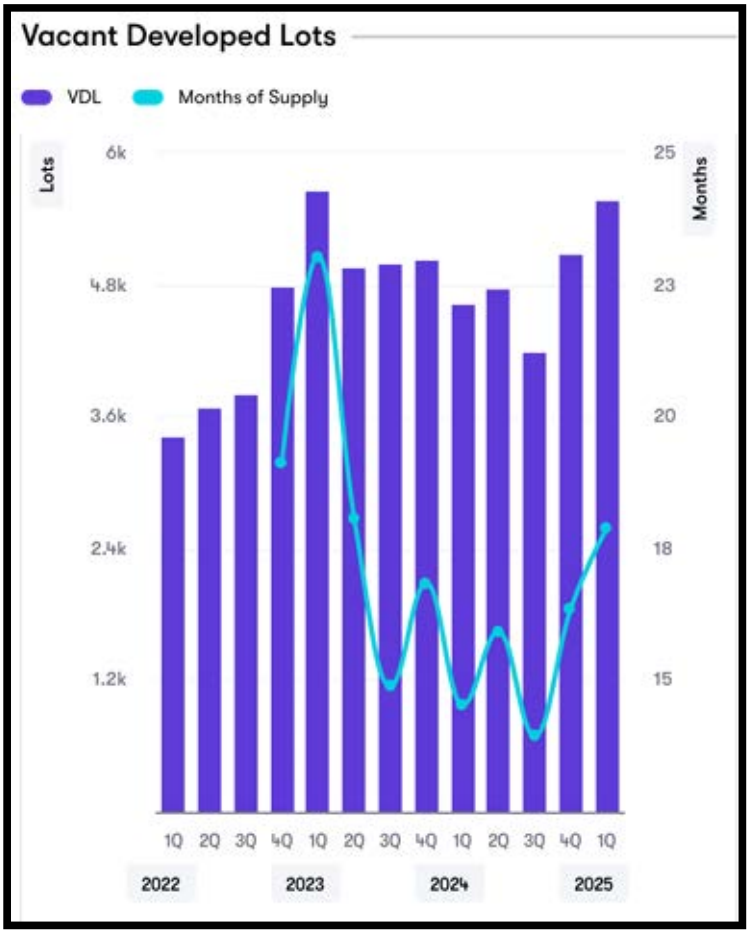
- 1Q 2021 – 3,178 lots absorbed
- 1Q 2022 – 3,425 lots absorbed
- 1Q 2023 – 5,674 lots absorbed
- 1Q 2024 – 4,642 lots absorbed
- 1Q 2025 – 5,580 lots absorbed

From 2021-2025, the *annual average* of lots absorbed was 4,500 (22,499 ÷ 5). Utilizing the more recent 24-month absorption of lots (1Q2023 to 1Q2025), the annual average of lots absorbed increases to 5,299 (15,896÷ 3) lots in the area.



COMPETITIVE SUPPLY (LOT INVENTORY)

According to Zonda, the existing supply of available housing is presently below levels in our selected submarket as the number of Vacant Developed Lots (VDLs) in the area increased from 1Q2022-1Q2023 to a high occurring in 1Q2023 of just below ~6,000 VDLs with a 23 month supply before falling from 1Q2023-3Q2024 before once again rising from 3Q2024-1Q2025 with ***a present VDL count of ~5,400 with under a 19-month supply***. We determined prospective buyers would search subdivisions throughout Denton County with a preference to be near the I-35W Corridor which serves as a major north/south thoroughfare and has numerous newer master-planned communities and desirable commercial options.



Thus, the total lot supply is considered to be **below** the ideal supply levels for a significantly developing market. Also, taking into consideration that new developments require a typical 12-to-18-month construction period, *with increasing demand and declining lot supply, it appears that additional lot product in the submarket is feasible and needed at the current time*. This corresponds to discussions we had with DFW homebuilders who state there is a scarcity of vacant developed lots currently on the market which is pushing prices higher.

Having considered the supply of lots in the market, it is now prudent to examine the absorption history of specific competing subdivisions in the subject's market area with similar lot features and amenities relative to the subject to determine the projected absorption of the subject's proposed lots.

ABSORPTION ANALYSIS – 60' AND 65' LOTS

The similarities considered to be most important are lot size, home price range, and amenity features. The tables that follow detail the active subdivisions that are considered to compete with the subject's lots. All data is per Zonda as of 1Q2025.

60' Lots

We included data for lots that were each 52'-63' lots within a 15-mile radius. Since data on 60'-65' lots is relatively plentiful, we selected six comparable absorption schedules at nearby communities we concluded are similar to the subject and considered some of these communities are smaller and some larger than Timberbrook PID No. 1.

Subdivision	Size (Foot Front)	Available Lots	Starts	Months	Available Supply (Months)	Starts /Month
Reatta Ridge Addition	52'-63'	78	145	12	6.5	**12.1**
Eagle Creek	52'-55'	270	92	12	35.2	**7.7**
Waters Bend/Waters Bend South	60'	0	26	12	0.0	**2.2**
Villas at Barber Creek	60'	10	3	12	40.0	**0.3**
Courts of Bonnie Brae	60'	18	23	12	9.4	**1.9**
Glenwood Meadows	60'	2	27	12	0.9	**2.3**
AVERAGE		***63.0***	***52.7***	***12.0***	***15.3***	***4.4***

Our analysis indicates Starts/Month is between 0.3 and 12.1 with an average of 4.4 starts/month and a median of 2.2 starts/month. We similarly weighed and considered **the subject property's 60'-65' lots would likely absorb 4 lots/month, or approximately 12 lots per quarter.**

Absorption Summary Projection: 60' and 65' Lots

Based on the preceding, we estimate that lots in the subject property's development will sell 12 lots/quarter for 60' and 65' lots with absorption beginning June 2025 for Phase 7 and June 2026 for Phase 9. An Absorption Summary Projection for the 48 lots in Phase 7 with is shown in the table below followed by an Abortion Summary Projection for the 121 lots in Phase 9 on the following page in the Timberbrook PID No. 1.

Projected Quarterly Absorption Summary - Timberbrook PID No. 1 (Phase 7)						
Lot Type	*Jun-2025*	*Jul-2025*	*Oct-2025*	*Jan-2026*	*Apr-2026*	**TOTAL**
60-FF	4	12	12	12	8	**48**
Total	**4**	**12**	**12**	**12**	**8**	**48**

The total absorption period for the 60' lots is expected to be 12 months (48 lots ÷ 4 lots/month), and lots are expected to sell out in May 2026.

Projected Quarterly Absorption Summary - Timberbrook PID No. 1 (Phase 9)							
Lot Type	*Jan-2027*	*Apr-2027*	*Jul-2027*	*Oct-2027*	*Jan-2028*	*Apr-2028*	**TOTAL**
60-FF	4	12	12	12	12	12	**64**
65-FF	4	12	12	12	12	5	**57**
Total	**8**	**24**	**24**	**24**	**24**	**17**	**121**

The total absorption period for the 60' lots is expected to be 16 months (64 lots ÷ 4 lots/month), and lots are expected to be sold out in June 2028. The total absorption period for the 65' lots is expected to be 15 months (57 lots ÷ 4 lots/month), and lots are expected to be sold out in May 2028.

SUBJECT PROPERTY ANALYSIS

The Phase 7 and 9 development of Timberbrook PID No. 1 within Improvement Area #3 represents a total of approximately 52.354 acres (2,280,540-SF) and is currently being developed into the areas as follows:

- Timberbrook PID No. 1 will consist of
  - 48 60-FF improved residential lots in Phase 7; and
  - 64 60-FF and 57 65-FF improved residential lots in Phase 9.

The following chart shows the two distinct areas of Timberbrook PID No. 1 Improvement Area #3:

Timberbrook PID No. 1			
Area Type	**60' Lot Type**	**65' Lot Type**	**Total Lots Appraised**
Phase 7	*48*	*0*	***48***
Phase 9	*64*	*57*	***121***
Total	*112*	*57*	***169***

The land in Timberbrook PID No. 1 Improvement Area #3 is owned by Bloomfield Homes LP. Timberbrook PID No. 1 is located in the central portion of the City of Justin. This location is in the southwest portion of Denton County and approximately 10 miles south of Denton in the DFW Metroplex. The area surrounding the subject property is single-family developments and agricultural land.

Access to the subject property is considered average as it is located along Timberbrook Parkway. Generally, the main retail and commercial options near the subject site are found 2 miles east within the City of Justin, which has been rapidly developing with a number of master-planned communities in the past decade.

The subject property has a mandatory homeowner's association (HOA) over residential portions of the subject property in order to maintain any potential open spaces, common areas, detention areas, and other related improvements or appurtenances that are not dedicated or maintained by the City of Justin.

Based on research and discussion with the development team, the price point of homes in the subject's community will be starting in the $600,000s, which should be a desirable price point for families and second- and third-time homebuyers looking for a quiet community with the small-town charm of Justin but with the amenities of a planned residential community.

The following information describes the authorized improvements to the subject property. This information comes directly from the developer.

- ***Paving/Roads/Streets***

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, barrier free ramps, sidewalks, barricades, traffic control, platting, staking, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way are included. The road improvements will provide benefit to each Lot within Improvement Area #3/Timberbrook Public Improvement District No. 1.

- ***Water***

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, hydrants, platting, staking, steel encasement, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #3/Timberbrook Public Improvement District No. 1.

- ***Sanitary Sewer***

  Improvements including trench excavation and embedment, trench safety, PVC piping, encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control, platting, staking, and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #3/Timberbrook Public Improvement District No. 1.

- ***Storm Drainage***

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control, manholes, traffic control, detention pond, pond spillway, encasement, removal and replacement of existing pavement, platting, staking, and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #3/Timberbrook Public Improvement District No. 1.

- ***Soft Costs***

  Costs related to designing, constructing, and installing the Improvement Area #3/Timberbrook Public Improvement District No. 1 including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultants.

- ***District Formation Costs***

  Costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City or the Developer directly associated with the establishment of the District.

The charts on the following pages shows a breakdown of the costs associated with Timberbrook PID No. 1 provided by GM Civil Engineering & Surveying, the Professional Engineers.

TIMBERBROOK PID NO. 1 PHASE 7 IA #3 OPINION OF PROBABLE COST

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook Ph 7 Improvement Area 3
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 1 of 5

BLOOMFIELD HOMES

DESCRIPTION	TOTAL COST
Timberbrook Phase 7 Improvement Area 3	
Paving Subtotal	$807,150.80
Water Subtotal	$381,859.35
Sanitary Sewer Subtotal	$413,511.04
Storm Drain Subtotal	$351,484.95
Probable Construction Cost Sub-total	$1,954,006.14
10% Contingency	$195,400.61
Materials Testing (2%)	$39,080.12
Inspection Fees - (4%)	$78,160.25
Preliminary Plat Fees	$7,247.00
Final Plat Fees	$3,474.00
Engineering (8%) & Surveying (5%)	$254,020.80
Construction Management (5%)	$97,700.31
Probable Total Timberbrook Ph 7 Improvement Area 3	**$2,629,089.23**

STATE OF TEXAS
JASON S. WEAVER
92057
LICENSED
PROFESSIONAL ENGINEER
05-23-25

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

TIMBERBROOK PID NO. 1 PHASE 9 IA #3 OPINION OF PROBABLE COST

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: Timberbrook Ph 9 Improvement Area 3
Date: May 23, 2025
Location: Justin, TX
Job No. 23001
Page: 1 of 5

BLOOMFIELD HOMES

DESCRIPTION	TOTAL COST
Timberbrook Ph 9 Improvement Area 3	
Paving Subtotal	$1,560,433.16
Water Subtotal	$688,602.00
Sanitary Sewer Subtotal	$719,610.00
Storm Drain Subtotal	$492,414.50
Probable Construction Cost Sub-total	$3,461,059.66
10% Contingency	$346,105.97
Materials Testing (2%)	$69,221.19
Inspection Fees - (4%)	$138,442.39
Preliminary Plat Fees	$15,351.00
Final Plat Fees	$6,284.00
Engineering (8%) & Surveying (5%)	$449,937.76
Construction Management (5%)	$173,052.98
Probable Total Timberbrook Ph 9 Improvement Area 3	**$4,659,454.94**

STATE OF TEXAS
JASON S. WEAVER
92057
LICENSED
PROFESSIONAL ENGINEER
05-23-25

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly GMcivil can not guarantee that actual costs will not vary from the opinions expressed herein.

GMcivil Engineering & Surveying

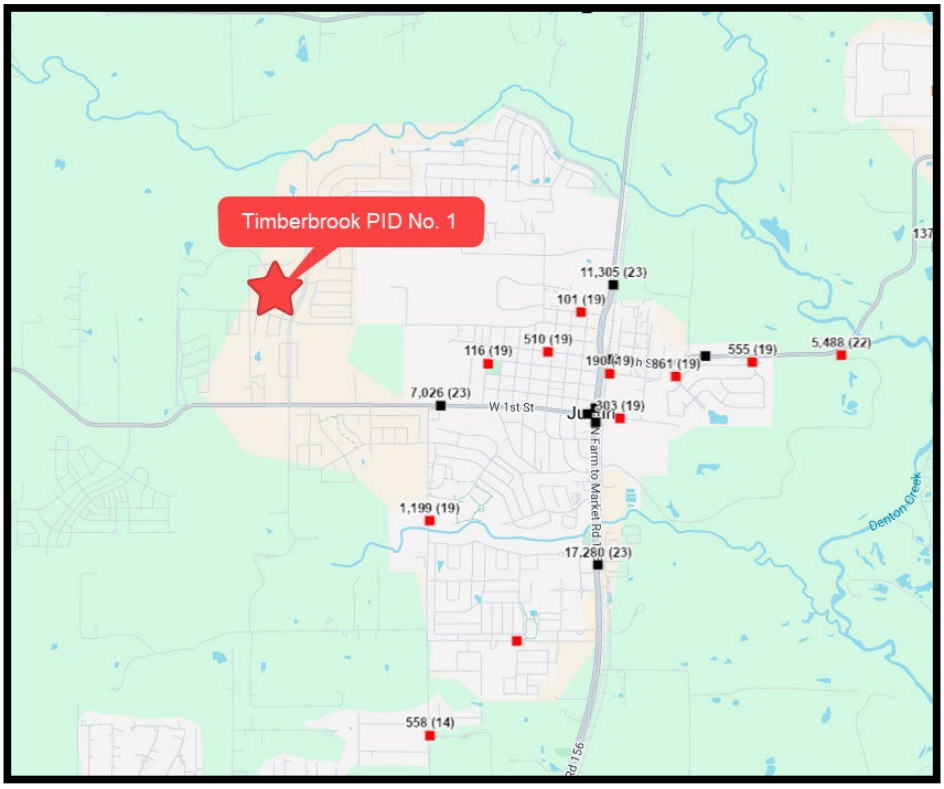
The preceding general descriptions of the subject's characteristics are based on review of available maps and data sources, as well as our physical on-site observations. Please refer to copies of the maps, photographs, and renderings for a visual perspective of the subject's physical characteristics.

ACCESSIBILITY, FRONTAGE, AND STREETS

The subject property is primarily accessed by Timberbrook Parkway which is a north/south bound throughfare within the City of Justin and transverses along the eastern line of the subject property and connects the property to Farm-to-Market Road 401.

A map below from TXDOT shows traffic counts near the subject property. FM 401, which is an east/west road that runs south of the subject property reports over 7,000 average daily vehicles. FM 156, which is a north/south throughfare that runs east of the subject property and through the City of Justin reports 17,280 daily vehicles.

TXDOT Traffic Web Viewer



Traffic

Collection Street	Cross Street	Traffic Volume	Count Year
W 7th St	Eddleman Loop E	81	2025
West 1st Street	Leuty Ave E	5,059	2025
W 1st St	Leuty Ave E	4,539	2024
Boss Range Rd	FM 407 N	1,131	2025
W 1st St	S Snyder Ave W	4,002	2025
West 1st Street	FM 156 E	4,481	2025
W 1st St	FM 156 E	5,306	2024
Sealy Ave	W 6th St N	172	2025
FM 156	Downe Rd SE	12,675	2024
FM 156	W 3rd St N	13,610	2024

ZONING AND RESTRICTIONS

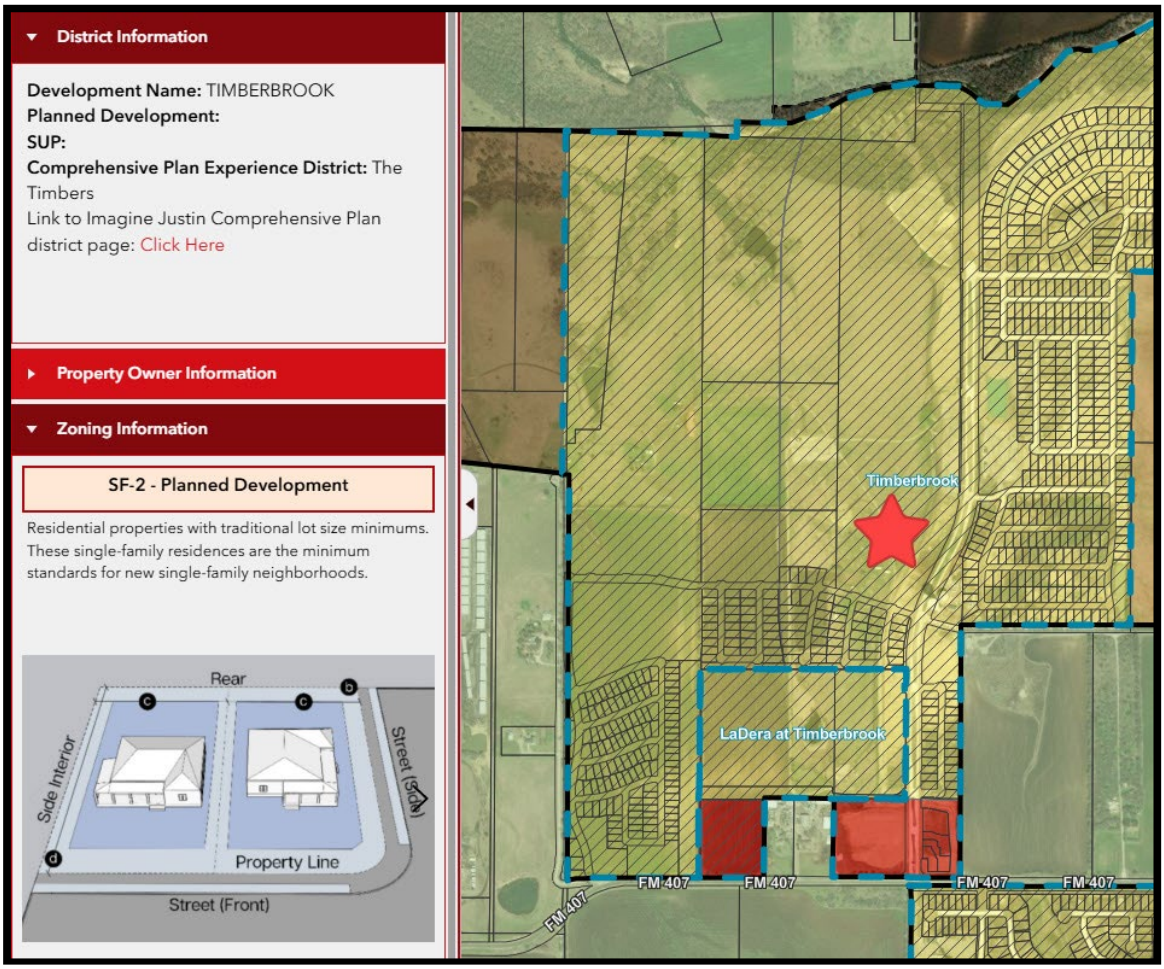
The City of Justin has passed Ordinance No. 749-23 to create a Planned Development, which covers, inter alia, the 52.354 acres in Timberbrook PID No. 1 Improvement Area #3, Phase 7 and 9.

Development of the subject property will be governed by the Zoning Ordinance and Development Agreement between the Developer and the City of Justin. The Development Agreement for the subject property we are evaluating allows for single family residential uses on the subject property and sets forth requirements and standards for residential development for the subject property.

The subject property is zoned Planned Development - Single Family-2 (PD - SF-2) by the City of Justin. The Planned Development zoning in the City of Justin is intended to provide for combining and mixing of uses to permit flexibility in the use and design of land and buildings; however, our subject property (Timberbrook PID No. 1) only encompasses single-family use.

The subject must adhere to the City of Justin's ordinance for PD – SF-2 zoning and the Development Agreement between the Developer and the City of Justin. The proposed lot construction appears to be a conforming land use. A zoning map from the City of Justin is shown below.

CITY OF JUSTIN ZONING MAP



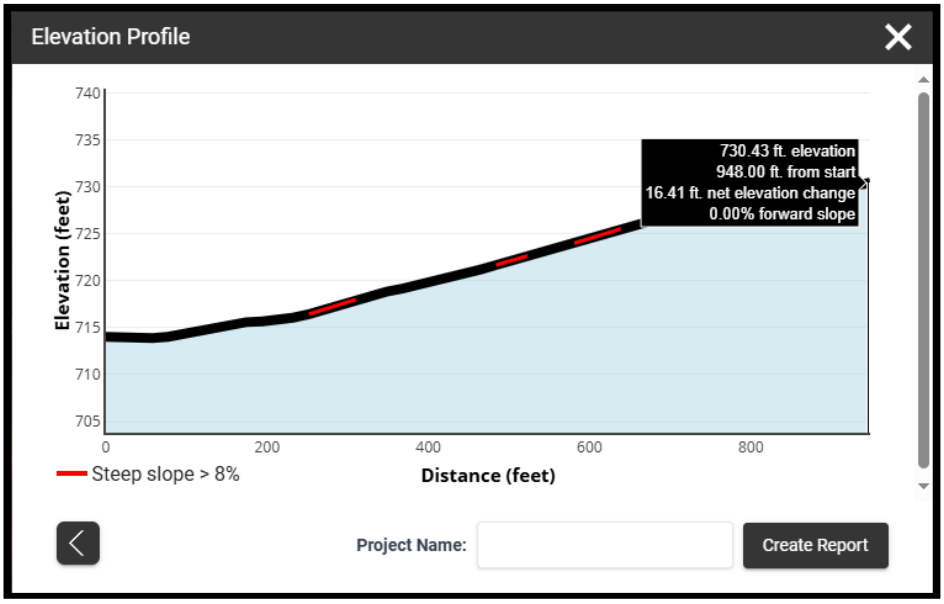
TOPOGRAPHY

The topography of the subject property is described as gently sloping and was cleared as of the date of inspection. As of the inspection date, June 19, 2025, these topographic maps showing the contours are slightly out-of-date as the site is in the process of being improved for single-family lots with streets, storm sewer, and utilities. Topographic information is provided by the North Central Texas Council of Governments and Texas A&M Forest Service.

TOPOGRAPHIC MAP

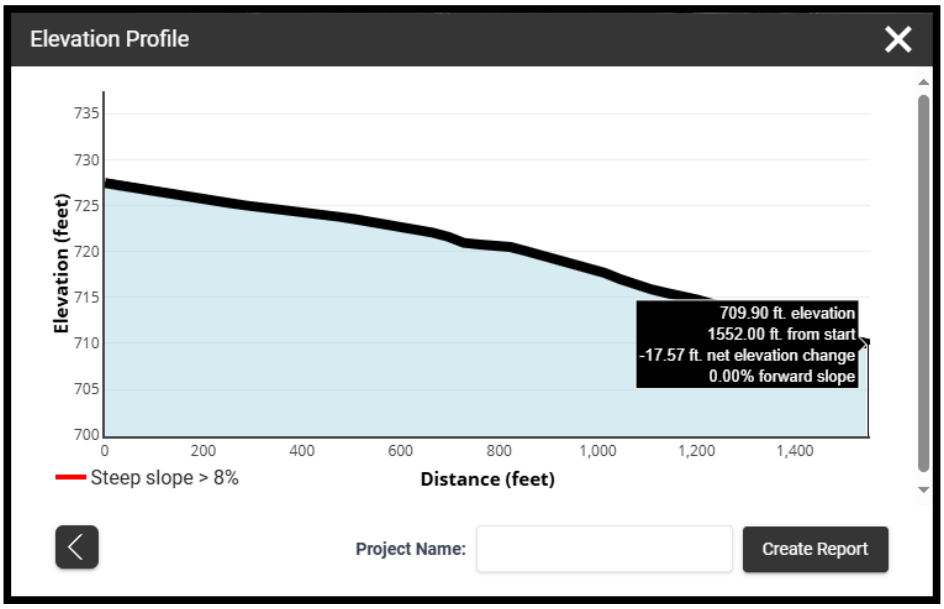
Contours At 2'; Bold at 10'

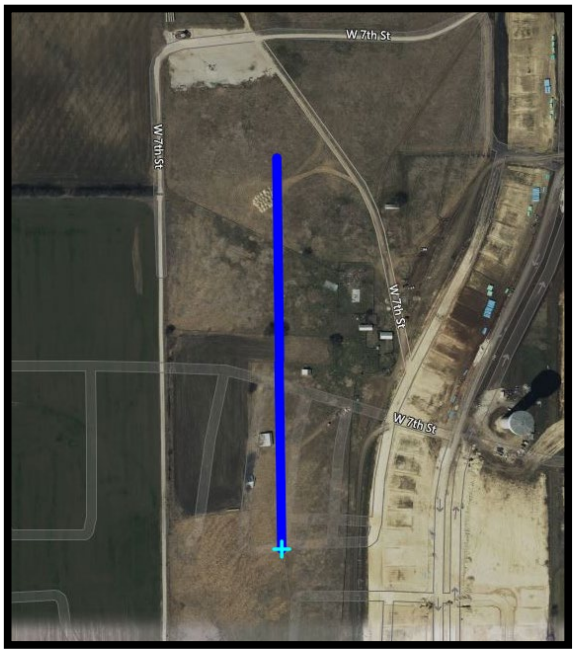
TEXAS A&M UNIVERSITY FOREST SERVICE – MAP MY PROPERTY



General Slope of the Property Moving from East to West

- *Note that measurements <u>are in feet</u>*
- *Elevation profile is represented along illustrated axis*
- *Property slopes east to west with approximately 16.41 feet of variation over approximately 948 feet of run*





General Slope of the Property Moving from North to South

- *Note that measurements <u>are in feet</u>*
- *Elevation profile is represented along illustrated axis*
- *Property slopes north to south with approximately 17.57 feet of variation over approximately 1552 feet of run*

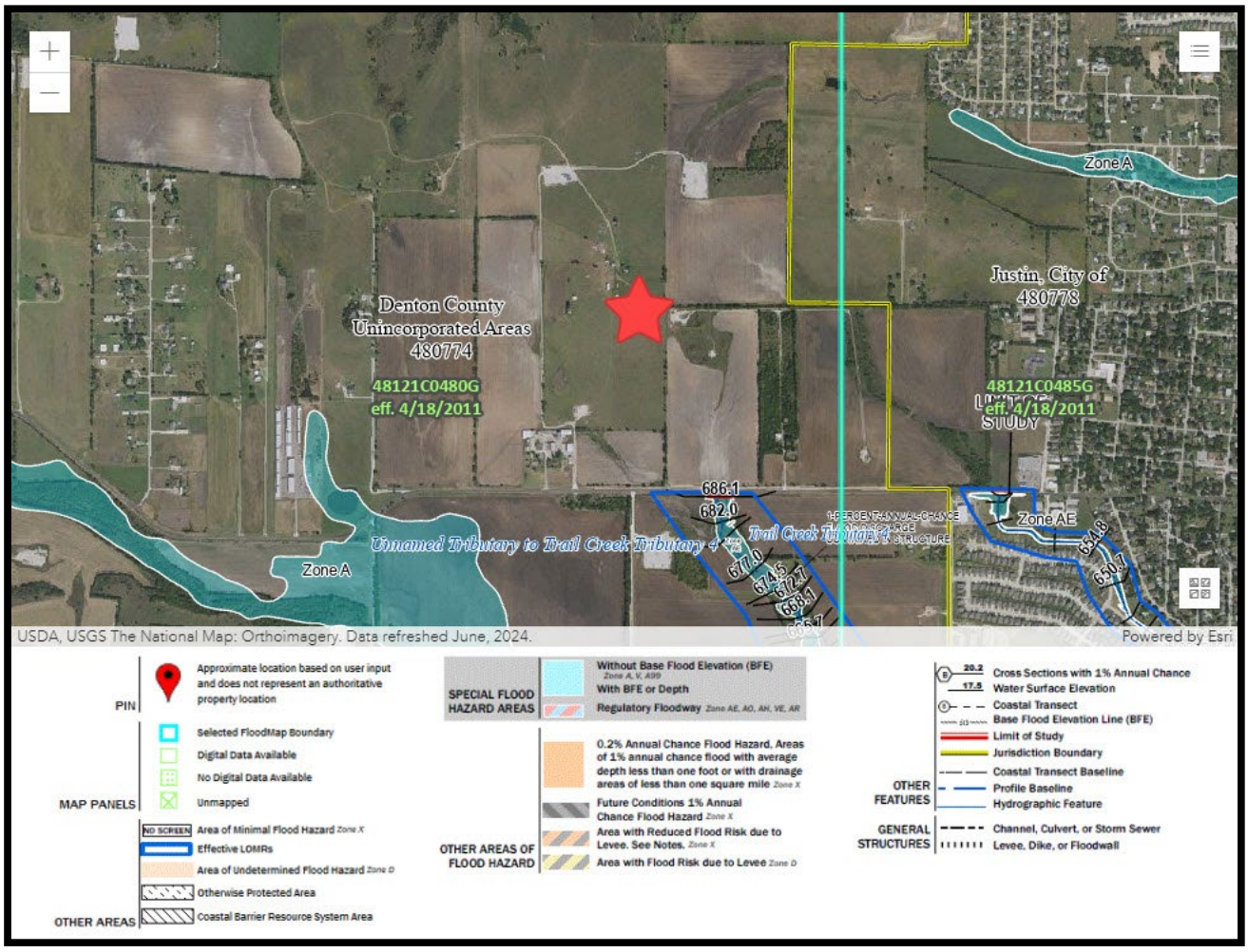
SOIL AND SUB-SOIL CONDITIONS

No soil engineer's report was available to the appraisers and no recent soil tests are known to have been performed. We have assumed a stable soil condition that would ensure the structural integrity of any improvement to be constructed. As of the report date the developer has excavation and earthwork underway. Our value conclusions are subject to revision should assumptions that land is stable prove incorrect. We caution and advise the user of this report to obtain engineering studies which may be required to ascertain any structural integrity.

FEMA FLOOD ZONE

Timberbrook PID No. 1 is 100% within Unshaded Zone X (outside the floodplain) according to Map 48121C0480G, effective April 18, 2011. Per the provided Concept Plan, it appears that the improvements within the subject property will be developed entirely within Unshaded Zone X. Development within Unshaded Zone X does not appear to be detrimental to the development of the subject property.

FLOODPLAIN MAP



UTILITIES

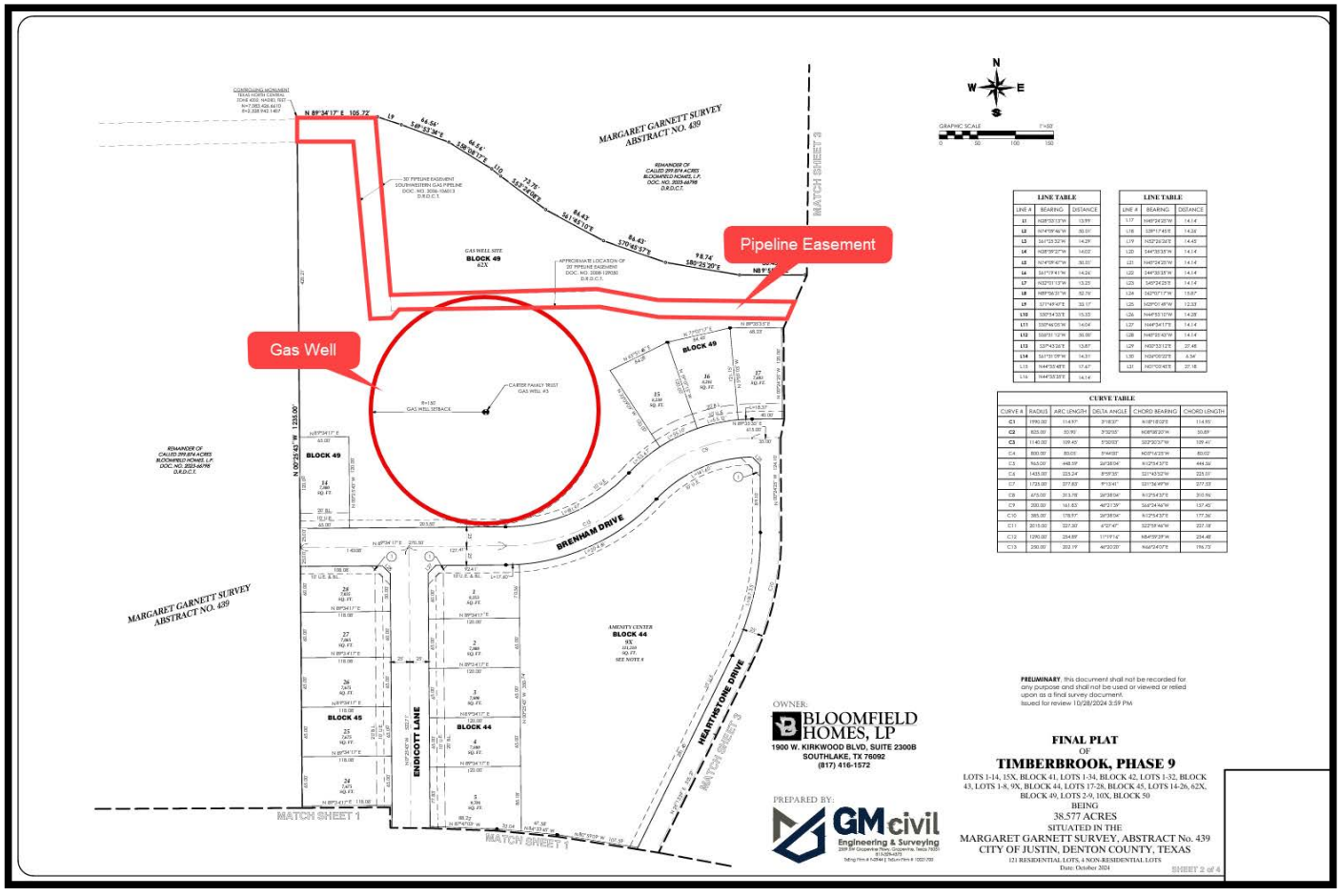
Electricity to the property is maintained by Oncor and natural gas is maintained by Atmos. Water and sanitary sewer services are provided by the City of Justin which provides water and sewer to other residential communities within the city limits. The subject property is served by the Justin Police Department and the Justin Fire Department for fire and emergency medical services. Telephone, fiber-optic, and internet are available through AT&T, Spectrum, T-Mobile, Optimum, and Nextlink.

EASEMENTS/ENCROACHMENTS

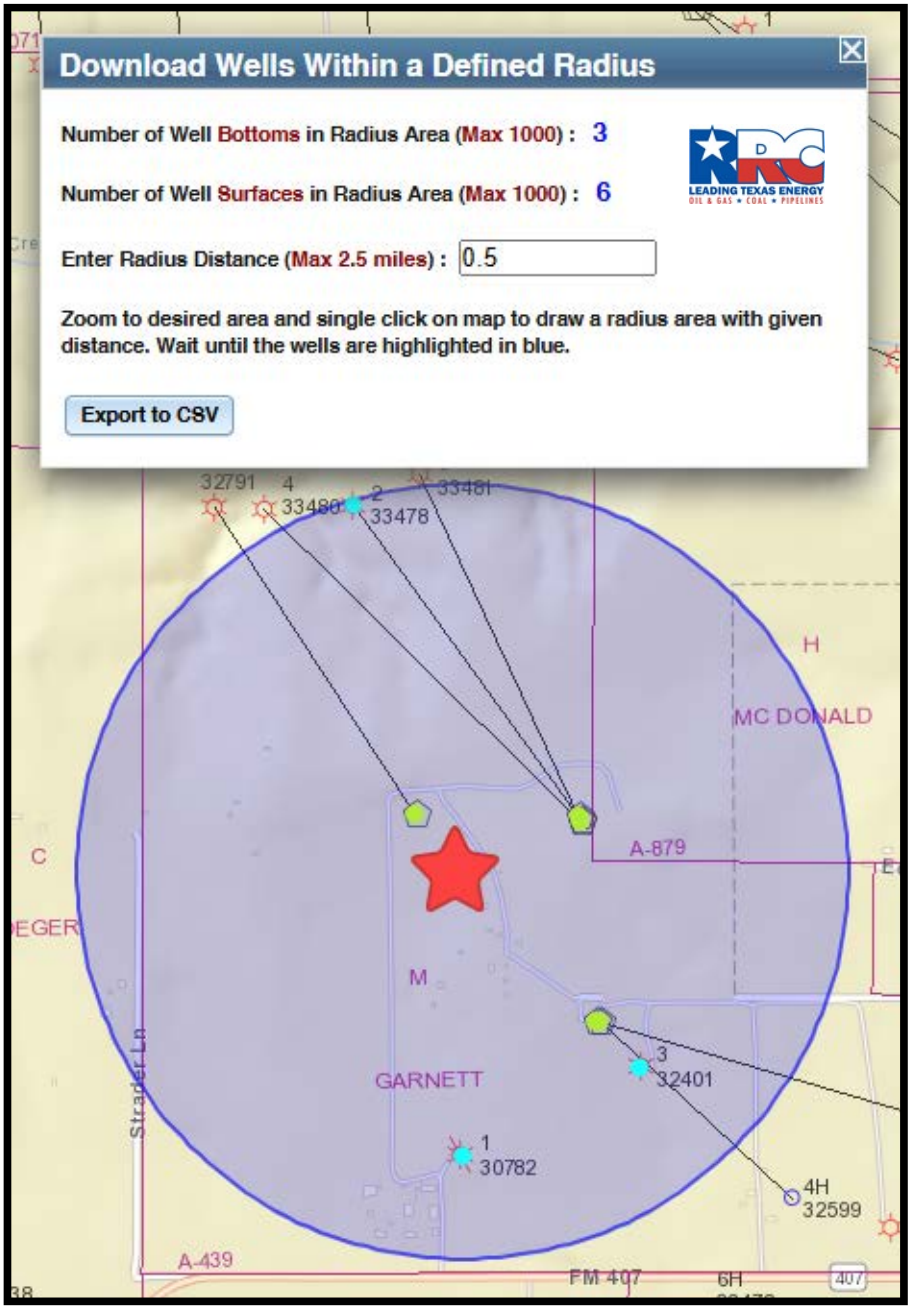
Based on a physical site inspection and review of a plat map prepared by GM Civil Engineering & Surveying (dated October 2024), a gas well is located at the northwest corner of the subject property, requiring a 150-foot setback. Additionally, a pipeline easement, ranging from 20 to 30 feet in width, crosses the northern boundary of the property. Aside from the identified gas well and pipeline easement, it is reasonable to assume the presence of typical setbacks and easements approved by the City of Justin. The appraisers assume the property is free from any other detrimental easements or encroachments but reserve the right to revise this analysis should a subsequent survey reveal otherwise.

FINAL PLAT BY GM CIVIL ENGINEERING AND SURVEYING

Gas Well and Pipeline Outlined in Red

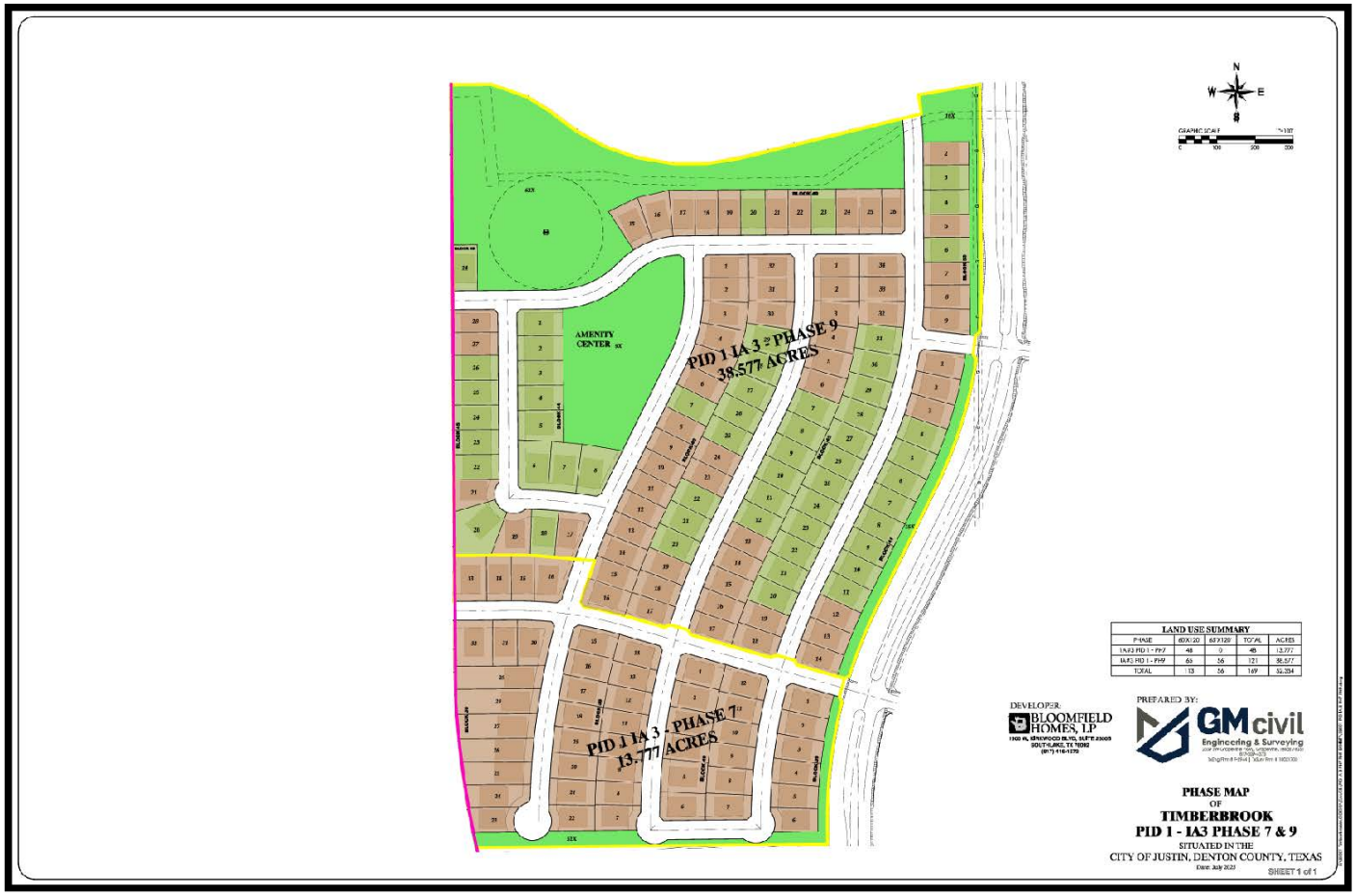


OIL AND GAS WELLS
Texas Railroad Commission

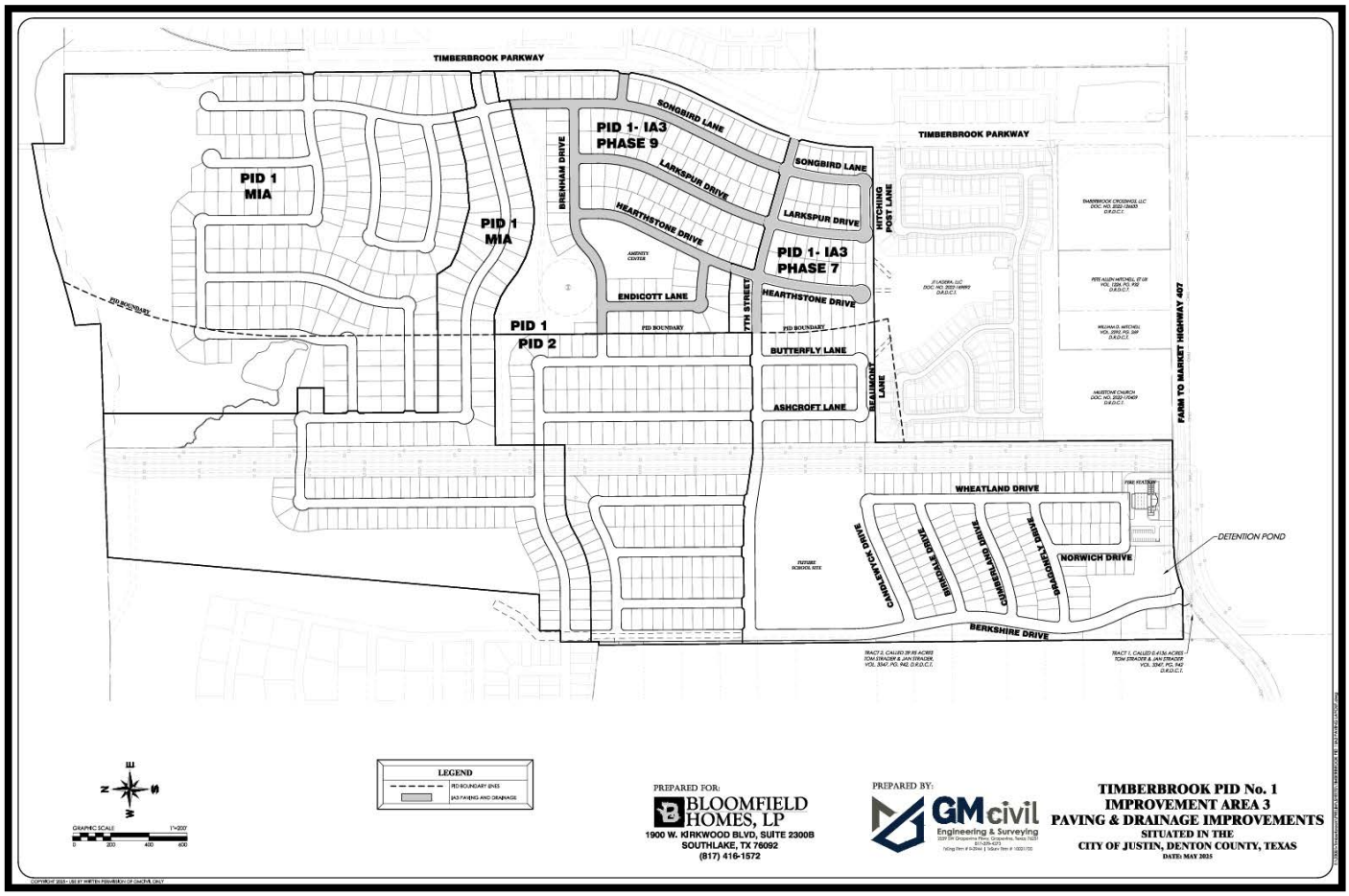


There are 3 well bottom sites and 6 well surface sites within 0.5 mile from the subject property according to the above referenced map from the Texas Railroad Commission. The subject site does not appear to be encumbered by any detrimental restrictions due to the proximity to surface or subsurface well locations because this area of DFW is minimally active in mineral extraction.

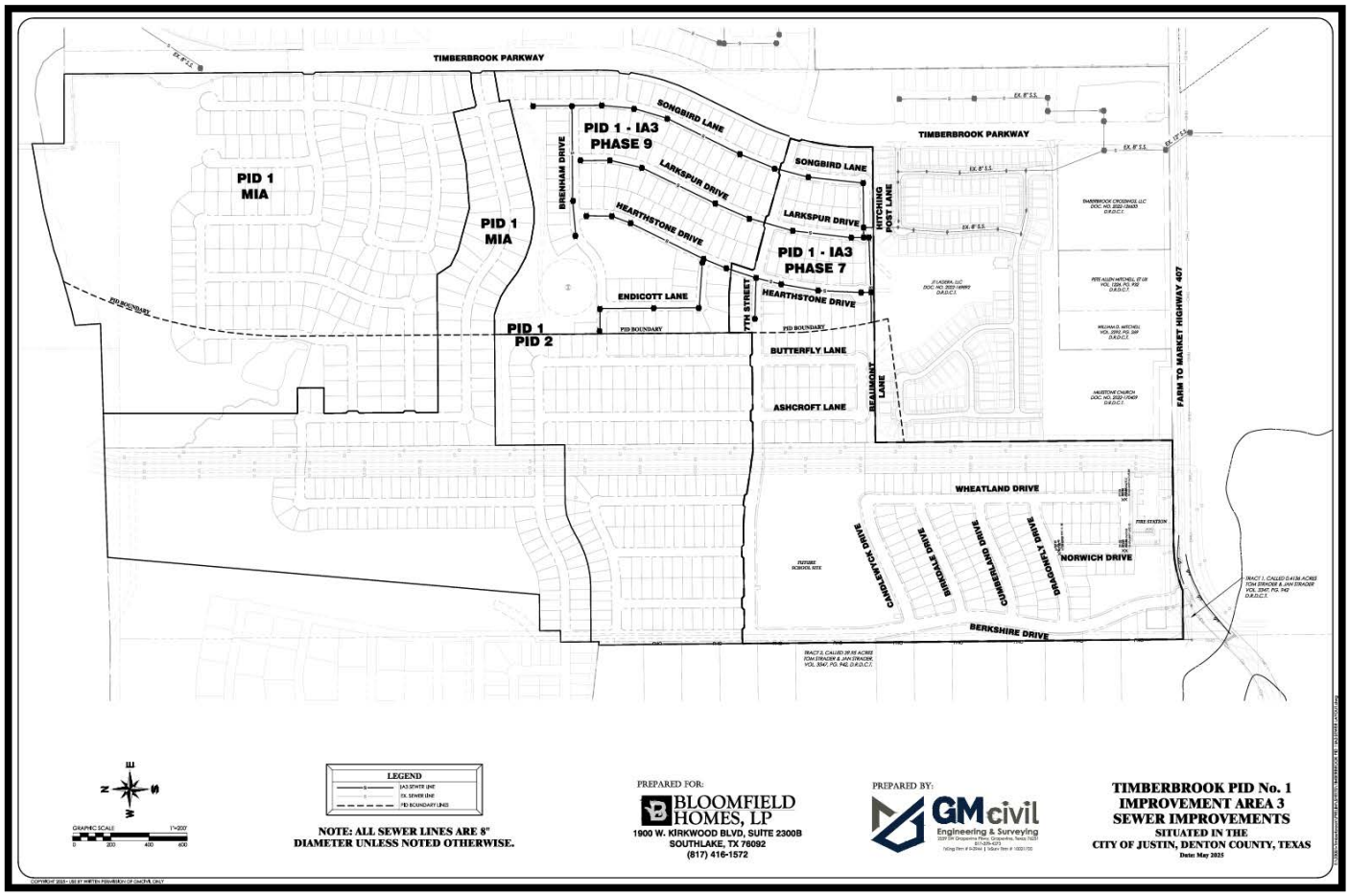
PHASE MAP FOR TIMBERBROOK PID NO. 1
BY GM CIVIL ENGINEERING & SURVEYING



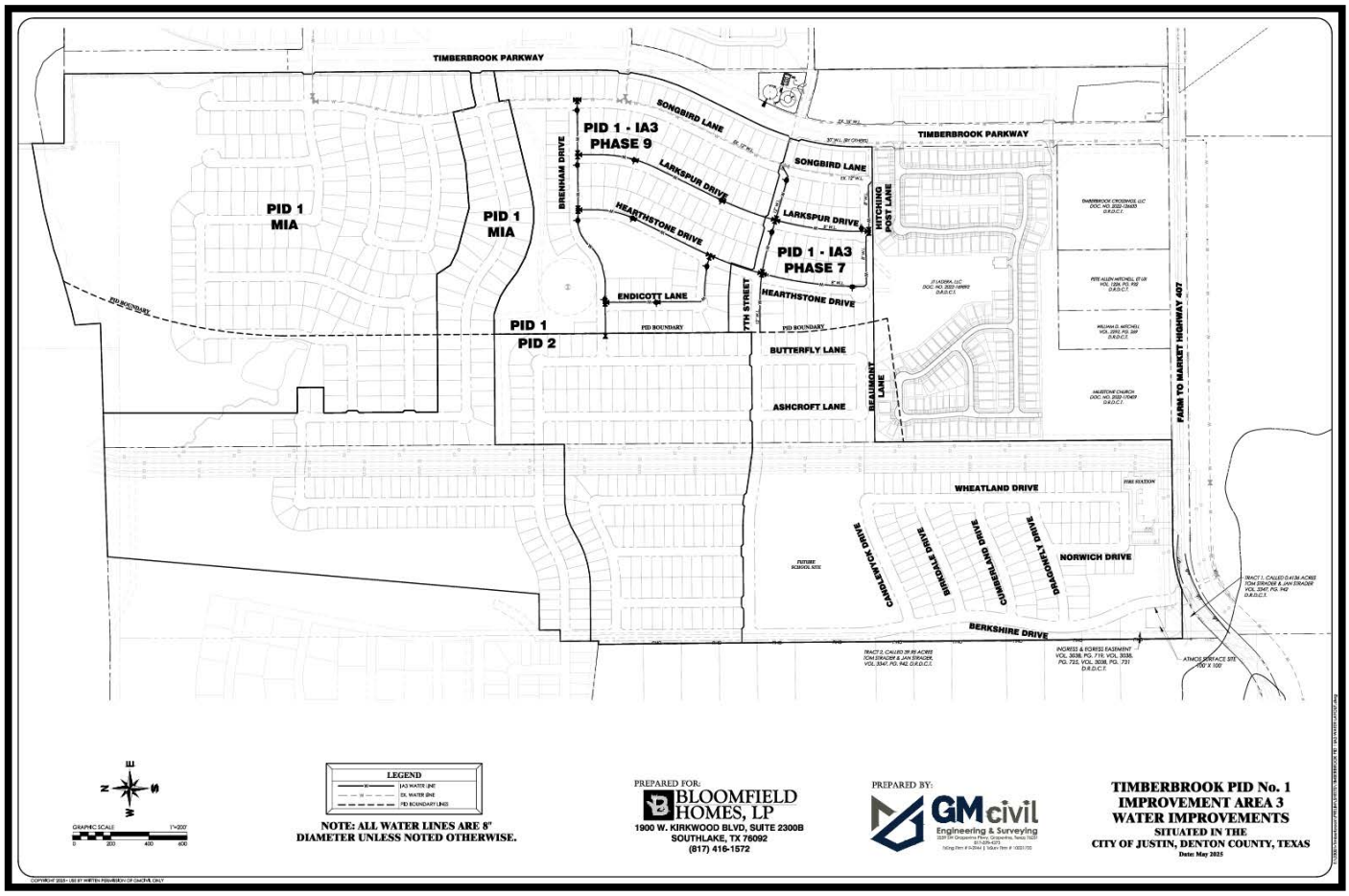
TIMBERBROOK PID NO. 1 IMPROVEMENT AREA 3 PAVING & DRAINAGE IMPROVMENTS
BY GM CIVIL ENGINEERING & SURVEYING



TIMBERBROOK PID NO. 1 IMPROVEMENT AREA 3 SEWER IMPROVMENTS
BY GM CIVIL ENGINEERING & SURVEYING



TIMBERBROOK PID NO. 1 IMPROVEMENT AREA 3 WATER IMPROVMENTS
BY GM CIVIL ENGINEERING & SURVEYING



PROPERTY PHOTOGRAPHS

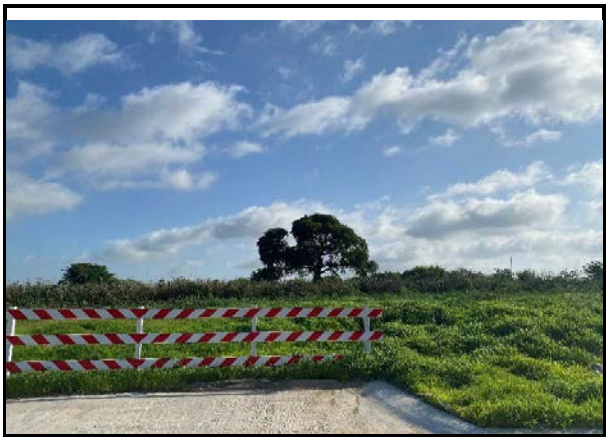
Timberbrook Parkway Facing South

Timberbrook Parkway Facing North

Northwest Corner of Phase 7 Facing East

Northwest Corner of Phase 7 Facing South

Southwest Corner of Phase 9 Facing East



Southwest Corner of Phase 9 Facing North

HIGHEST AND BEST USE

The highest and best use may be defined as the most profitable or likely profitable legal use for which a property may be utilized. The opinion of such use may be based on the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand in the reasonably near future. Also, that reasonable and probable use that will support the highest present value, as defined, as of the Retrospective and Prospective Effective Date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, is found to be:

a. Legally Permissible
b. Physically Possible
c. Financially Feasible
d. Maximally Productive

The definition, immediately above, applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

There are two distinct types of highest and best use, that being the highest and best use as if the site were vacant, and the highest and best use as improved. Both use determinations require consideration of the physical, legal, financial feasibility and maximal productivity for the site and improvements.

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use "As-Vacant"

Legally Permissible
The subject property is within the City of Justin and has a Development Agreement with the City of Justin along with being zoned Planned Development – Single Family-2 (PD – SF-2) which, at the subject property, allows for detached single-family residential use.

No private deed restrictions were uncovered during a normal investigation, which would further limit the potential uses of the subject site. No other legal restrictions or covenants were found to be imposed on the subject property at the time of the appraisal which would further restrict development.

Given surrounding land use patterns in the area, only detached single-family residential use is given further consideration in determining the highest and best use of the site as vacant.

Physically Possible
Considering the subject's physical characteristics including jurisdiction, location, size, shape, and availability of utilities, the site is capable of numerous uses which are physically possible without being constrained by the property itself.

Financially Feasible
In order to be economically feasible, the improvements should conform to the surrounding land uses. To meet the test of being financially feasible, the project must provide a net return over a reasonable period of time. The area surrounding the subject property is suburban and development of the surrounding area has accelerated considerably over the past decade as development northwest of Denton and along major highways has shown almost endless demand. Developers and home builders have moved further away from the center of the Metroplex

to quasi-rural areas of Denton County like those surrounding the subject property are being developed with middle-to-upper class housing stock. Based on review of homes on the market, we would expect home prices in the $600,000s-$700,000s would be in demand in Timberbrook PID No. 1.

Based on our analysis of the market, it is reasonable to expect a rise in demand for vacant developed lots (VDLs) in 2025 as homebuilders sell more homes when mortgage rates begin to fall precipitously as they did in 2024; Along with this, due to the lack of supply for VDLs and the long-term prospects of the subject's area, we expect ample demand for single-family lots in the next 2-5 years. When looking at the longer time horizon, it appears that a newly developed single-family residential use on the site would have a value commensurate with its cost. Therefore, single-family residential use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the subject property that would generate a higher residual land value than single-family residential use. Accordingly, it is our opinion that single-family residential use, developed to the normal market density allowed by the planned development, is the maximally productive use of the property.

The resilient business climate in North Texas and the continual development of neighborhoods in Justin and Denton County has created increased demand for homes in the area. Coupled with increasing movement into DFW, and northeastward in the Metroplex in particular, it is our opinion that the highest and best use of the property "As-Vacant" would be for the development of single-family residential community. Thus, the highest and best use of the property "As-Vacant" is for development of single-family residential use.

Highest and Best Use "As-Improved"

Development of the subject property, as proposed utilizing our extraordinary assumptions, is the only use that meets the four tests of highest and best use. Therefore, we conclude that the highest and best use of the property "As-Improved" is similar to our conclusion "As-Vacant" which is for single-family residential use.

We believe that the **most probable buyers** would be a developer of large single-family communities or a large homebuilder who is active in the DFW Metroplex market. Also, given that the developer of the subject property (Bloomfield Homes) is a nationally recognized developer and homebuilder, an additional most probably buyer would be the end-user seeking affordable housing in a quasi-rural area such as Justin.

VALUATION – IMPROVED RESIDENTIAL LOTS

Three approaches to value are typically considered when developing a market value opinion for real property. These are the Cost Approach, the Sales Comparison Approach, and the Income (Subdivision Development) Approach. Use of the approaches in this assignment is summarized as follows:

Approach	***Applicability to Subject***	***Use in Assignment***
Cost Approach	*Not Appropriate Since the Subject Property will be Developed in Multiple Phases*	*Not Utilized*
Income (Subdivision Development) Approach	*Appropriate in Determining Residential Subdivision Value*	*Utilized*
Sales Comparison Approach	*Aspects Used in Subdivision Valuation to Determine Retail Market Value of the 60-FF lots, the 65-FF Lots, and Land*	*Partially Utilized*

Residential Subdivision (169 Improved Lots)

Cost Approach

The Cost Approach provides information that contrasts with information from the Income and Sales Comparison Approaches. It allows the appraiser to address the feasibility and highest and best use issues inherent in new construction. This approach is most beneficial when appraising a proposed or recently built project and is typically used when units make up a substantial portion of the entire project. Since the subject property will be developed in multiple phases, *the Cost Approach is not appropriate and thus was not utilized.*

Income (Subdivision Development) Approach

The Income (Subdivision Development) Approach applied in subdivision analysis simulates what occurs in a bulk sale where one buyer purchases a subdivision or large group of lots at a discount. Income capitalization is the primary method used in subdivision valuation because value is determined by future sales over time. Along with discounted cash flow analysis, income capitalization directly measures differences in present value based on future cash flow projections. This approach provides a direct measure of the market value or wholesale value of a group of lots or units, which is different from the sum of the retail lot prices. Since the problems to be solved in this assignment is to determine the bulk sale value of all 48 improved lots in Phase 7, as of the Retrospective Effective Date of June 1, 2025 and 121 improved lots in Phase 9, as of the Prospective Effective Date of January 1, 2027, *the Income (Subdivision Development) Approach is appropriate and was fully developed.*

Sales Comparison Approach

The Sales Comparison Approach involves comparing recent sales of entire subdivisions or a large group of lots that involved a single purchaser. The sales are then adjusted for value-related differences. Determining market values for the subdivision or the group of lots is the objective of the analysis, and that determination requires recent and relevant similar bulk sales for the comparison. Finding highly similar and recent sales of improved subdivisions to a single buyer in most markets can be difficult, perhaps impossible. Comparison requires comparable sales with about the same or similar remaining absorption period, a similar mix of lots or unit types, location, home price points, and other characteristics. As Texas is a non-disclosure state, sales data available is limited to sales confirmed by associated parties. Since data on highly similar bulk sales to a single purchaser is difficult to find and verify**,** *the Sales Comparison Approach was not fully developed by the appraisers.* Aspects of the Sales Comparison Approach were utilized to determine the retail value of the improved lots for analysis within the Income (Subdivision Development) Approach.

INCOME (SUBDIVISION DEVELOPMENT) APPROACH - IMPROVED RESIDENTIAL LOTS (PHASE 7)

Income capitalization is the primary method used in subdivision valuation because value is determined by future sales over time. Along with discounted cash flow analysis, income capitalization directly measures differences in present value based on future cash flow projections. The income methodology applied in subdivision analysis has been adapted to simulate what occurs in a bulk sale where one buyer purchases a group of lots at a discount. It provides a direct measure of the market value or wholesale value of a group of lots or units, which is different from the sum of the retail lot prices.

In order to complete the analysis, the appraisers:

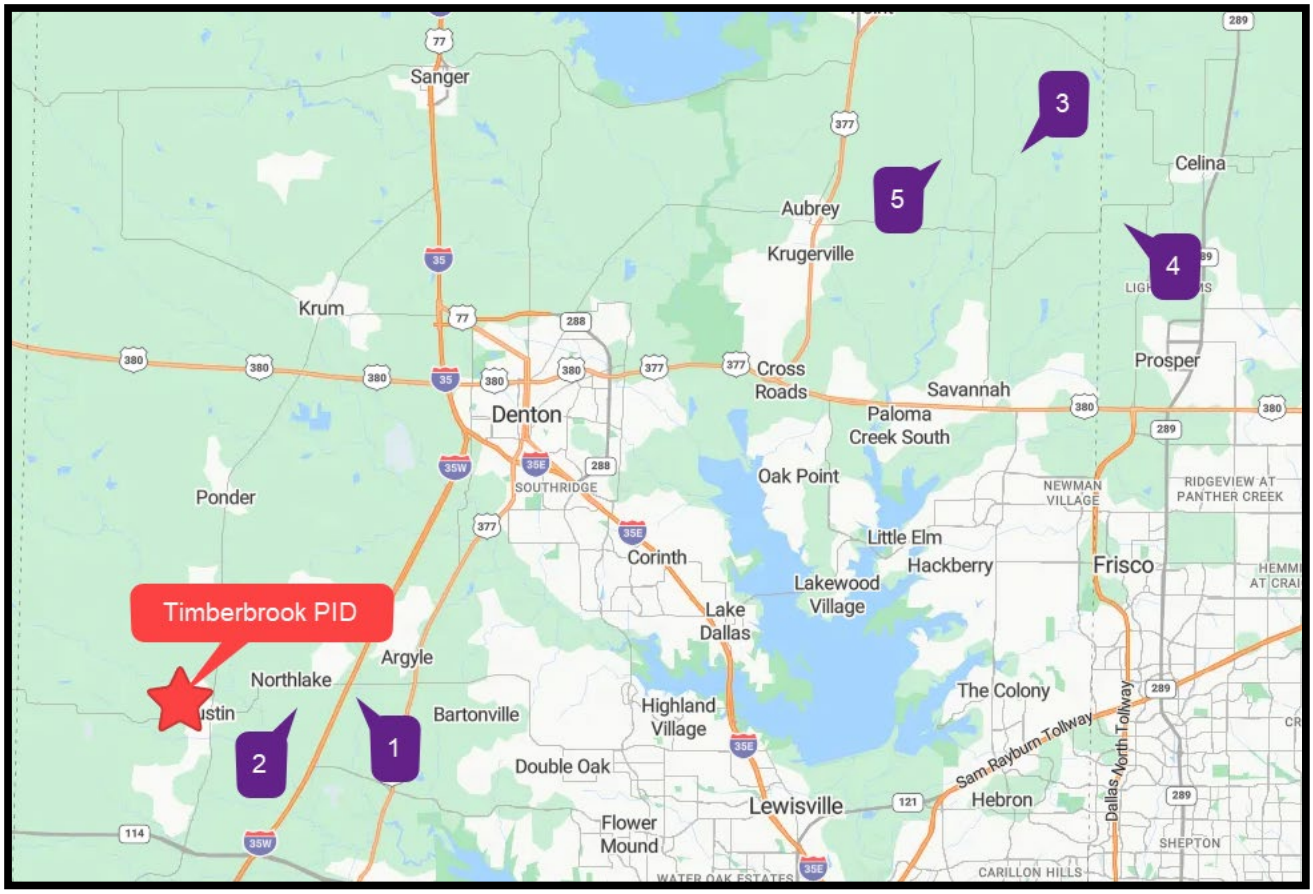
- Determined the value of the lots through aspects of the Sales Comparison Approach based on the concept plan provided by the developers
- Calculated the absorption period (earlier in the report) for the finished lots after construction is complete
- Analyzed the effect of appreciation, taxes, and sales costs over the absorption period
- Estimated the appropriate discount rate necessary to undertake the risks associate with the project
- Utilized discount cash flow (DCF) analysis to determine the present value of future cash flows realized by selling the lots at market prices over time

We utilized the following unit of comparison which is the measure most commonly found in the market:

Sales Price Per Front Foot *– Obtained by dividing sale price by the front footage of the lot*

Following is our analysis of the 60-FF lots within Timberbrook PID No. 1 in Phase 7.

MAP OF COMPARABLE LOT SALES –60' LOTS

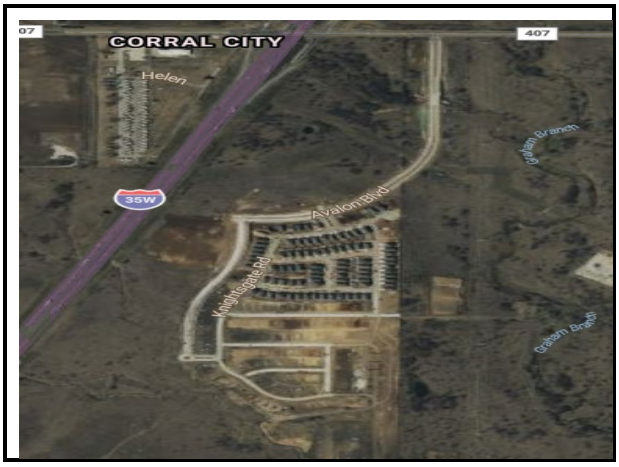


Subject: Timberbrook PID No. 1, Justin, TX 76247

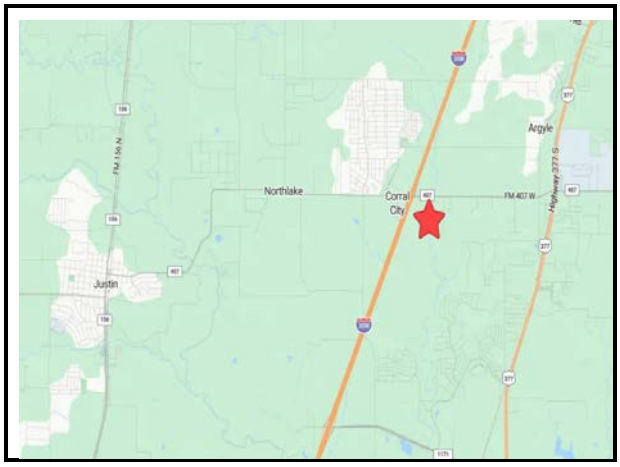
We selected the best and most recent comparable lot sales for our analysis of the 60-FF lots. Our five comparable sales are shown below:

SUMMARY OF LOT SALES - 60' LOTS								
Sale	**Subdivision**	**City**	**ISD**	**Contract Date**	**Sale Date**	**Base Lot Price**	**Front Feet (FF)**	***$/FF***
1	Avalon at Argyle	Argyle	Northwest	Dec-2024	In-Contract	$132,000	60	*$ 2,200*
2	Pecan Square	Northlake	Northwest	Jul-2023	Closed	$135,000	60	*$ 2,250*
3	Bryson Ranch	Pilot Point	Pilot Point	Mar - 2024	In-Contract	$108,000	60	*$ 1,800*
4	Cambridge Crossing	Celina	Celina	Feb - 2024	Closed	$120,000	60	*$ 2,000*
5	Maverick Farms	Pilot Point	Pilot Point	May - 2025	In-Contract	$114,000	60	*$ 1,900*
Subject	**Timberbrook PID, Phase 7**	**Justin**	**Northwest**	-	-	-	**60**	-

SALE COMPARABLE 1 – 60' LOTS



Comparable 1 Aerial

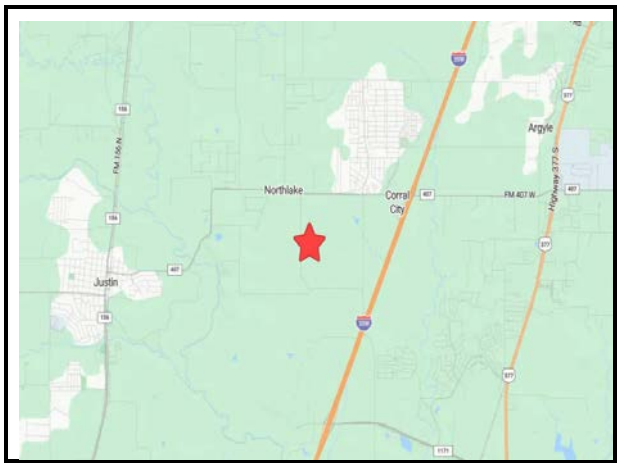


Comparable 1 Map

60-FF Sale Comparable 1				
Property Information				
Subdivision Name	Avalon at Argyle			
Property Class	Residential Lot			
Address	East Side of Avalon Boulevard, South of Farm-to-Market 407 West, Argyle			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	December - 2024			
Seller	CADG Avalon at Argyle LLC			
Buyer	D.R. Horton Homes			
Sale Price	$132,000			
Price per SF Land	$18.33			
Price per Front Foot	**$2,200**			

SALE COMPARABLE 2 – 60' LOTS

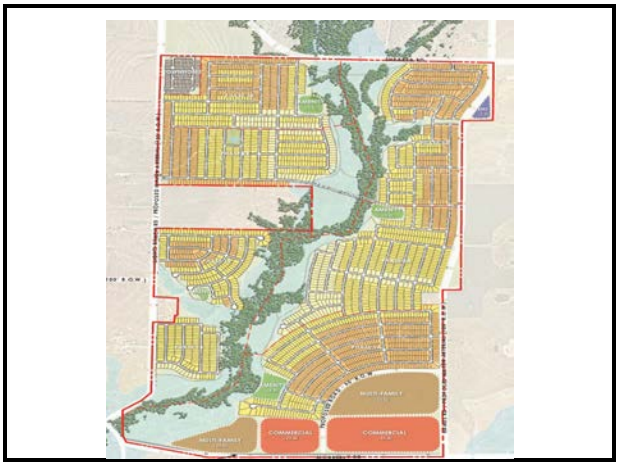
Comparable 2 Aerial



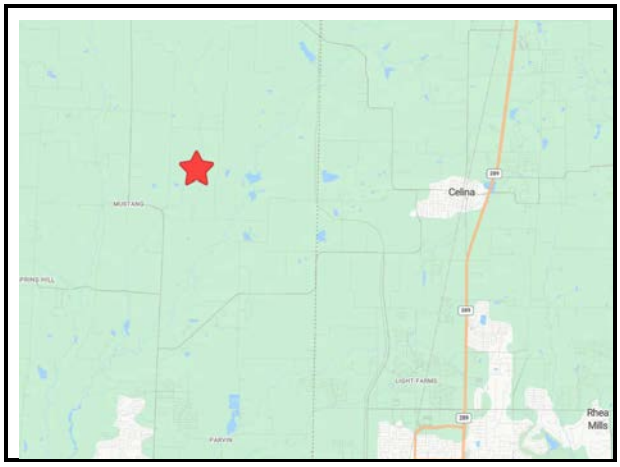
Comparable 2 Map

60-FF Sale Comparable 2				
Property Information				
Subdivision Name	Pecan Square			
Property Class	Residential Lot			
Address	East Side of North Pecan Parkway, South of FM 407, Northlake			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	Closed			
Sale/Contract Date	July - 2023			
Seller	CND-Pecan Square II, LLC			
Buyer	Weekly Homes LLC			
Sale Price	$135,000			
Price per SF Land	$18.75			
Price per Front Foot	**$2,250**			

SALE COMPARABLE 3 – 60' LOTS



Comparable 3 Aerial

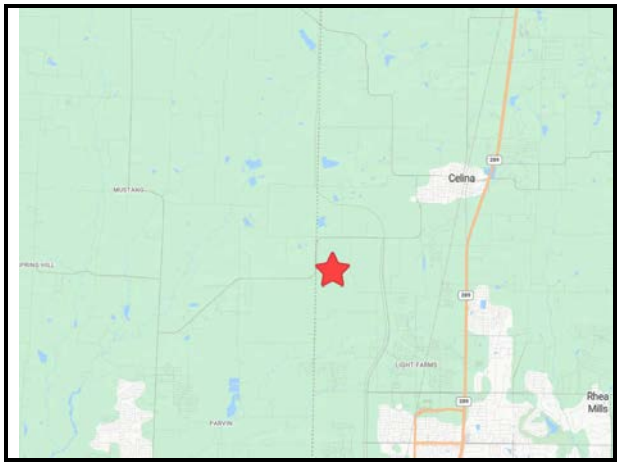


Comparable 3 Map

60-FF Sale Comparable 3				
Property Information				
Subdivision Name	Bryson Ranch			
Property Class	Residential Lot			
Address	Northwest Quadrant of Moberly Road and Hames Road, Pilot Point			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	March - 2024			
Seller	Centurion American Acqusitions, LLC			
Buyer	Ashton Dallas Residential, LLC			
Sale Price	$108,000			
Price per SF Land	$15.00			
Price per Front Foot	**$1,800**			

SALE COMPARABLE 4 – 60' LOTS

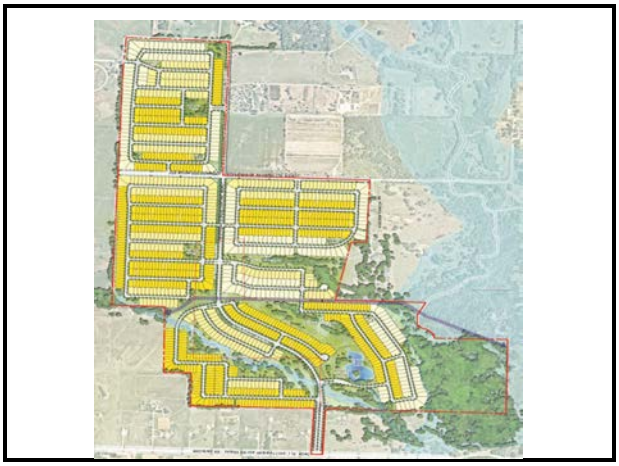
Comparable 4 Aerial



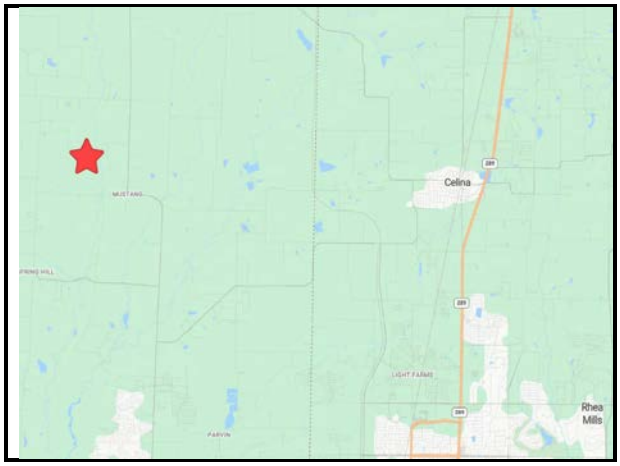
Comparable 4 Map

60-FF Sale Comparable 4				
Property Information				
Subdivision Name	Cambridge Crossing			
Property Class	Residential Lot			
Address	Northeast quadrant of Legacy Drive and Punk Carter Parkway, Celina			
County	Collin			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,800	SF	0.18	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	Closed			
Sale/Contract Date	February - 2024			
Seller	Tollway/Outerloop LP			
Buyer	UnionMain Homes LLC			
Sale Price	$120,000			
Price per SF Land	$15.38			
Price per Front Foot	**$2,000**			

SALE COMPARABLE 5 – 60' LOTS



Comparable 5 Aerial



Comparable 5 Map

60-FF Sale Comparable 5				
Property Information				
Subdivision Name	Maverick Farms			
Property Class	Residential Lot			
Address	North of Mustang Road and South of Joe Allen Road, Pilot Point			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	May - 2025			
Seller	OMA Pilot Point, LLC			
Buyer	UnionMain Homes, LLC			
Sale Price	$114,000			
Price per SF Land	$15.83			
Price per Front Foot	**$1,900**			

SALES ADJUSTMENT COMPARISON GRID –60' LOTS

Subdivision	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
	Timberbrook PID, Phase 7	Avalon at Argyle	Pecan Square	Bryson Ranch	Cambridge Crossing	Maverick Farms
	Justin	Argyle	Northlake	Pilot Point	Celina	Pilot Point
Transactional Adjustments						
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Rights Conveyed		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Financing Terms		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Conditions of Sale		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Expenditures After Purchase		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Time/Market Conditions		+2%	+8%	+5%	+5%	0%
ADJUSTED Price/FF:		$2,244	$2,430	$1,890	$2,100	$1,900
Physical Adjustments						
Location/Access	West of Timberbrook Parkway, Justin	0%	0%	+3%	-2%	+3%
Amenities	Amenity Center, Resort Style Pool, Splash Pad, Cabana, Playground, Dog Park, Trails, Greenspace, Future Pavilion w/ Sand Volleyball and Pickleball	+6%	0%	0%	-4%	0%
Size	60-FF	0%	0%	0%	0%	0%
Utilities	All Available	0%	0%	0%	0%	0%
Zoning	PD - SF-2	0%	0%	-2%	0%	0%
Total Net Physical Adj. After Transactional Adj.		+6%	0%	+1%	-6%	+3%
ADJUSTED Price/FF:		$2,379	$2,430	$1,909	$1,974	$1,957
SUMMARY OF COMPARABLE VALUES						
Value Range/FF			$1,909	to	$2,430	
Average Value/FF			$2,130			
Median Value/FF			$1,974			
Size			60-FF			
Unit Value Indication			$2130/FF			
Overall Value Indication			$127,800			
Rounded			$127,800			

ANALYSIS OF ADJUSTMENTS –60' LOTS

Our research of comparable lot sales leads us to the determination that there are ample recent transactions within the last few years involving similar properties within the subject's general competing area that could reliably and reasonably be verified through our due diligence. The comparable sales for the subject property had unadjusted contracted base prices ranging from $1,800 per front foot to $2,250 per front foot (FF) with all Sales being 60-FF lot types.

Data on each of the sales, including sales price, was confirmed with sources considered reliable. Based on analysis of this data and other pertinent information obtained in our research, the following pages are a discussion of the factors which were found to exhibit significant influence on property values in this market.

Factors to be Considered and Summary of Adjustments

Transactional Adjustments

Property Rights, Financing Terms, and Conditions of Sale
Each of the comparable sales were sold as Fee Simple interests, sales were transferred in cash equivalency, and under typical sale conditions; thus, no adjustments are made for these three factors.

Expenditures After Purchase
Typically, in a master-planned residential community like the subject, municipalities will require impact fees paid for water, sewer, and roadway. These fees will be the responsibility of the homebuilder rather than the developer. Since purchasers of other lots would typically be expected to pay water, sewer, and roadway impact/connection fees, these are not considered atypical and are not included in our analysis.

Time/Market Conditions
The residential real estate market increased significantly in 2020-2024 but now appears to be cooling following another interest rate increased by the Federal Reserve that has lowered mortgage rates by 19 basis points to 6.65% as of May 2025. Price increased from 2020-2024 occurred in improved residential homes as well as in vacant developed lots as there was strong demand for lots and new homes. Homebuilders absorbed lots well above the historical norm during this period. We also considered that according to data from Zonda there is a shortage of 60-FF vacant developed lots in this market which has driven prices higher even as demand for finished homes has recently diminished.

Considering the residential market data and price increases for recent platted and developed residential lot sales throughout the Metroplex and specifically within Denton County which were necessitated based off supply and demand as well as development costs, we believe a market conditions adjustment of +4% year-over year (YoY) increase throughout 2023, 2024, and into the second quarter of 2025 is warranted and supported for residential developed lots for sale in platted subdivisions, due to the time it takes to get all the city entitlements approved and engineer and zoning costs paid. Platted developed lots on the ground have a faster market sale value increase than would raw land sold for this use. Based on the preceding, each of the comparable lot sales have been adjusted positively between 0% and +8% for Market Conditions depending on the sale date.

Physical Adjustments

Location/Access

The subject property is in a quickly developing area of North Texas in the City of Justin. Development in the subject's area has been increasing and consistent throughout the decades. The subject is located along Timberbrook Parkway. The area around the subject is primarily single-family developments and agricultural land. Also, in the area there are municipal and commercial uses along FM-156 within the downtown area of Justin which is 2 miles to the east.

South of the subject property, about 6 miles, is Northwest High School which is one of two high schools in Northwest ISD. Northwest ISD is a desirable district with a "B" rating from the Texas Education Agency (TEA). Many future residents looking for a quasi-rural residential neighborhood would likely prefer a smaller and desirable school district than larger school districts more prevalent near DFW. Accessibility is considered average for this area. We have made the following adjustments for Location/Access:

- Sale 1: Similar; Located in Argyle, which has similar access to commercial uses, and it is located in Northwest ISD which has a "B" rating and is the same ISD as the subject; Adjusted 0%
- Sale 2: Similar; Located in Northlake, which has similar access to commercial uses, and it is located in Northwest ISD which has a "B" rating and is the same ISD as the subject; Adjusted 0%
- Sale 3: Inferior; Located in Pilot Point, which feeds into the Pilot Point ISD which has a "C" rating and considered to be an inferior ISD along with being father removed from commercial uses; Adjusted +3%
- Sale 4: Superior; Located in the Celina, which has similar access to commercial uses, and it is located in Celina ISD which has an "A" rating and considered to be a superior ISD; Adjusted -2%
- Sale 5: Inferior; Located in Pilot Point, which feeds into the Pilot Point ISD which has a "C" rating and considered to be an inferior ISD along with being father removed from commercial uses; Adjusted +3%

Amenities

The subject property's amenities will consist of a pool, pool house, playgrounds, parks, a dog park, outdoor pavilion, trails, and greenspace. The subject property also has plans for future amenities such as a second pool and pool house, pickleball and volleyball courts, and an elementary school. According to the site visit, earthwork on the site is underway. The subject's amenities are standard for a master planned community the size of Timberbrook PID No. 1 Phase 7 development being built-out with 48 homes. We have made the following adjustments for Amenities:

- Sale 1: Inferior; Avalon at Argyle Subdivision, which has inferior amenities such as a pool, park, and playground; Adjusted +6%
- Sale 2: Similar; Pecan Square Subdivision, which has similar amenities such as an amenity center, two pools, fitness center, parks, sports courts, greenspace, event space, and elementary school; Adjusted 0%
- Sale 3: Similar; Bryson Ranch Subdivision, which has similar amenities such as a commercial space, amenity centers, pool, playground, fitness center, trails, and greenspace; Adjusted 0%
- Sale 4: Superior; Cambridge Crossing Subdivision, which has superior amenities such as seven lakes, a private amenity center, fitness center, pickleball courts, half-court basketball, jogging trails, fishing pond, playground, lap pool, resort style pool/cabanas, and an event lawn; Adjusted -4%
- Sale 5: Similar; Maverick Farms Subdivision, which has similar amenities such as an amenity building, pool, outdoor fitness area, playground, grilling station, pavilion, cabanas, lake with dock, trails, and greenspace; Adjusted 0%

Size
Due to economies of scale, smaller lots are expected to sell for a higher price per unit (foot frontage). All Sales are also 60' lots that can accommodate the same building pad, so no adjustment is made for Size.

Utilities
The subject property's improved lots will each have access to electric, water, sewer, natural gas, and high-speed Internet. Sales 1-5 will also have access to the same utilities as the subject. Therefore, no adjustment is made for Utilities to those comparable sales.

Zoning
The subject property is in a planned development and comparable sales 1, 2, 4, and 5 are in planned developments with residential subdivision zoning for similar sized residential lots; thus, no adjustment is made for Zoning. Comparable sale 3 is also a planned development, but allows for mixed uses, which is superior to the subject, therefore an adjustment of -2% is made for Zoning to Sale 3.

Conclusion for 60' Lots – The 60' Lot Sales have an adjusted range of $1,909/FF to $2,430/FF with an average of $2,130/FF and a median of $1,974/FF. We considered each of the five sales as being reflective of the market and considered increasing development land costs due to increases in material and labor, which has increased the cost to develop a property similar to the subject. We conclude that the retail market value of the **improved 60' lots is $2130/FF, or $127,800/Lot.**

Lot Type	Total Lots	Projected Completion Date	Concluded Retail Value Per Lot
60' Detached Lots	48	June 1, 2025	$127,800

Cumulative Retail Lot Value

We believe a current lot market value of $127,800 for 60' improved Lots with a Retrospective Effective Date of June 1, 2025 is accurate and well-supported. Not only do our compiled recent comparable lot sales indicate that price, but numerous conversations with market participants – land developers and homebuilders – regarding current prices of lots within the subject's market indicate that our concluded values per front foot is supported by the current retail price for 60-FF lots similar to the subject property. Market participants noted that prices for lots rose significantly in late 2020 and throughout 2024 and into 2025, which followed a spike in the residential housing market in DFW that contributed to a scarcity of vacant developed lots for homebuilders.

Additionally, per the purchase and sale contracts, there will also be a $1,500 per lot Amenity Fee and a $1,000 marketing fee which the builder is required to pay the developer at the time of lot closing.

As of the Retrospective Effective Date of June 1, 2025, the market value the 60-FF lot prices for Timberbrook PID No. 1 Phase 7 is shown below:

TIMBERBROOK PID NO. 1 PHASE 7					
Total Lots	**Feet Frontage (FF)**	**Retail Price/Lot**	**Effective Date**	**Price/FF ($/FF)**	**Total Retail Value ($)**
48	60 FF	$127,800	June 1, 2025	$2130/FF	$6,134,400
48					***$6,134,400***
Amenity Fee Reimbursement				$1,500/per lot	$72,000
Marketing Fee Reimbursement				$1,000/per lot	$48,000
Total Retail Lot Value					**$6,254,400**

Next, we will develop an opinion of value for the residential lots for Phase 7 using the Discount Cash Flow analysis.

DISCOUNT CASH FLOW ANALYSIS

Having completed the retail lot value conclusions using aspects of the Sales Comparison Approach, we will develop an opinion of the market value of the property to a single purchaser, as of the substantial completion date. This value will include a provision for compensating the developer, i.e., profit for risk and expenditure of time. This value contemplates that the developer of the subject property would sell the subject to another developer who would in turn sell the developed lots on a retail basis. This value represents the concept of market value to a single purchaser as of the completed construction date, wherein a portion of the overall real property rights or physical asset would typically be sold to its ultimate users over some future period. Valuations involving such properties must fully reflect all appropriate deductions and discounts as well as the anticipated cash flows to be derived from the disposition of the asset over time. Appropriate deductions and discounts are those which reflect all expenses associated with the disposition of the property as well as the cost of capital and entrepreneurial profit. **This latter item of entrepreneurial profit is accounted for herein as part of the discount rate.**

The various assumptions necessary to complete our Discounted Cash Flow (DCF) analysis for the developed subject subdivision are discussed in detail in the following paragraphs.

Absorption
As discussed in detail in the "Absorption Analysis" section of the report, our quarterly absorption projections are summarized as follows for the subject property:

ABSORPTION SCHEDULE FOR TIMBERBROOK PID NO. 1 PHASE 7

Projected Quarterly Absorption Summary - Timberbrook PID No. 1 (Phase 7)						
Lot Type	*Jun-2025*	*Jul-2025*	*Oct-2025*	*Jan-2026*	*Apr-2026*	**TOTAL**
60-FF	4	12	12	12	8	**48**
Total	**4**	**12**	**12**	**12**	**8**	**48**

Note: Typically, quarters start in January, April, July, and October so we have used those baselines in our analysis. Since the Effective Date is June 1, 2025, our analysis starts on the 2nd quarter of 2025, then proceeds to the beginning of the 3rd quarter of 2025.

Value Increases During Sellout Period
Historically, in the sales contracts of volume lot sales in the marketplace, the lot prices are typically adjusted upward at rates ranging from the Wall Street Journal prime rate (7.50% as of December 2024), plus 1% (annually) up to 8.5%. Contracts between land developers and homebuilders typically have a 6% escalation which is consistent with recent improved lot appreciations over many years. Thus, for valuation purposes moving forward, we have estimated an annual appreciation on the subject's lots at 6% per year which is also consistent with residential real estate appreciation over the past decade. This is also considered reasonable given the lack of available lot and housing supply in the area and the historical realization of interest carry/appreciation by developers within DFW and surrounding market areas.

EXPENSES

Taxes are paid by the developer annually. The estimation of taxes paid per period is based upon the principle that taxes are prorated at closing and are paid in arrears. Therefore, we have deducted taxes based upon the estimated retail market value of the unsold lots. The taxes are prorated in each calendar year based upon the projected sales in each period. The current tax rate for the bulk of the property is **0.01905887 per $100 assessed –** 1.905887**%** for the purpose of our analysis – with taxes due to the City of Justin, Denton County, and Northwest ISD.

Based upon our experience as property tax consultants and information gathered from builders/developers, we do not believe the vacant lots will be assessed for their full market value once Substantial Completion is achieved. We believe the builder will have their lots assessed at approximately 70% of the market value, i.e., if a lot has a retail value of $100,000 then the assessed value will be $70,000. We believe this 30% discount is justified as taxing districts do not typically have access to cost data and assessments typically lag the market. In addition, many taxing districts allow for a 20% builder's inventory reduction.

Cost of Sales has been estimated at 1.5% of gross sales proceeds for various closing costs, surveys, commissions, and title policies.

Marketing expenses are not included as there is a shortage of vacant developed lots on the market and we would expect these lots to be absorbed by volume builders.

Discount Rate
The discount rate utilized herein is essentially an anticipated Internal Rate of Return (IRR) for the subject property, as estimated from investment performance realized by market participants. The discount rate used for the subject should be less than the typical land development project because the value we are determining is for a fully entitled project in a city-approved Planned Development which will have less risk exposure than that of a raw land development. Therefore, it is appropriate to utilize a discount rate adjusted for this risk. The appraisers have included a recent discount rate survey published by Realty Rates that considers the market conditions, risk, entrepreneurial profit, and liquidity inherent in a project such as the subject that developers of similar properties would consider.

RealtyRates.com DEVELOPER SURVEY - 2nd Quarter 2025*
Texas - Subdivisions & PUDs

	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	15.64%	34.09%	23.07%	15.01%	32.73%	22.15%
-100 Units	15.64%	29.39%	22.06%	15.01%	28.22%	21.18%
100-500 Units	16.03%	32.33%	23.21%	15.39%	31.04%	22.28%
500+ Units	16.42%	33.80%	23.60%	15.76%	32.45%	22.66%
Mixed Use	16.81%	34.09%	23.42%	16.14%	32.73%	22.48%
Manufactured Housing	16.13%	37.21%	24.74%	15.48%	35.72%	23.75%
-100 Units	16.13%	32.35%	23.76%	15.48%	31.06%	22.81%
100-500 Units	16.53%	35.59%	25.02%	15.87%	34.16%	24.02%
500+ Units	16.93%	37.21%	25.45%	16.26%	35.72%	24.43%
Business Parks	16.09%	35.58%	23.98%	15.44%	34.15%	23.02%
-100 Acres	16.09%	30.94%	23.04%	15.44%	29.70%	22.12%
100-500 Acres	16.49%	34.03%	24.25%	15.83%	32.67%	23.28%
500+ Acres	16.89%	35.58%	24.66%	16.22%	34.15%	23.67%
Industrial Parks	16.16%	30.04%	21.52%	15.51%	28.84%	20.66%
-100 Acres	16.16%	26.12%	20.72%	15.51%	25.08%	19.89%
100-500 Acres	16.56%	28.73%	21.74%	15.90%	27.58%	20.87%
500+ Acres	16.97%	30.04%	22.09%	16.29%	28.84%	21.21%

*1st Quarter 2025 Data

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As shown, the minimum actual rates in Texas range from 15.64% for less than 100 units; 16.03% for 100 to 500 units; and 16.42% for 500+ units with minimum pro-forma rates ranging from 15.01% to 15.76%.

The 7th Edition of the Dictionary of Real Estate Appraisal defines this term as "a discount rate that is adjusted to offset one or more risk factors, i.e., when a future downswing in the business cycle is likely, the risk associated with a project may increase near the end of its term, necessitating a special adjustment to the discount rate. Such discount rates include all of the elements of risk associated with an income stream for a specified period adjusted to offset additional term risk". Thus, it is our opinion that a potential purchaser would expect to receive a much lower return on his investment for a completed project similar to the subject, which has numerous purchasers of the end product relative to that of a vacant tract of land awaiting eventual development (higher risk of escalating costs to site development and of the eventual timing of completion).

Based upon the preceding, an internal rate of return (IRR) that is similar to the minimum actual rates provided by the Realty Rates "Developer Survey" for Texas of 15.64% for less than 100 units; and 15.01% for likewise minimum pro-forma rates is considered reasonable for the subject. Hence, taking into consideration the supply and demand levels within the subject's submarket area, we have selected a discount rate of **15%** for the subject which takes into consideration the degree of risk, developer profit, and the liquidity inherent in a project such as the subject (assisted by involvement of the PID), as well as the current market conditions. To be consistent with the timing of the cash flows, the annual income stream is discounted quarterly with an annual DCF also included. With each of the required elements now identified, we will analyze the subject in DCF analyses as shown on the following pages.

DISCOUNT CASH FLOW (DCF) ANALYSIS - TIMBERBROOK PID NO. 1, PHASE 7

The following assumptions are made in our analysis which are supported by other research and analysis found earlier in this report:

- Substantial Complete June 1, 2025 (retrospective)
- Retail lot values: $127,800 for 60-FF lots
- 6% Appreciation/Year (1.5%/Quarter)
- 60-FF Lots sell at 12/Quarter
- Discount Rate 15% (3.75%/Quarter)
- Tax Expense on Inventory is 1.905887%/Year, 0.47647175%/Quarter, but is discounted 30%
- Sales and Marketing Expense (1.5% of Revenue)

As Substantial Completion (June 1, 2025) on the improved lots in Timberbrook PID No. 1 Phase 7, we believe lot prices will continue to appreciate closer to their historical average which is closer to 6% per year. Thus, we have concluded that current retail improved lot values will be similar when absorption begins. **Therefore, as of the expected Substantial Completion Date (June 1, 2025) the retail lot value for 48 60-FF lots is $127,800 with a cumulative value of $6,134,400. Per the purchase and sale contracts, there will also be a $1,500 per lot Amenity Fee and a $1,000 marketing fee, which the builder is required to pay the developer at the time of lot closing. The total value of the amenity fee is $72,000 (48 x $1,500), the total value of the marketing fee is $48,000 (48 x $1,000). After adding these two reimbursements, the total cumulative value is $6,254,400 as shown in the following table:**

TIMBERBROOK PID NO. 1 PHASE 7					
Total Lots	**Feet Frontage (FF)**	**Retail Price/Lot**	**Effective Date**	**Price/FF ($/FF)**	**Total Retail Value ($)**
48	60 FF	$127,800	June 1, 2025	$2130/FF	$6,134,400
48					***$6,134,400***
Amenity Fee Reimbursement				$1,500/per lot	$72,000
Marketing Fee Reimbursement				$1,000/per lot	$48,000
Total Retail Lot Value					**$6,254,400**

Discount cash flow analysis was completed on a quarterly and annual basis as a check for reasonableness. The annual DCF is a more rudimentary calculation, and we consider the quarterly analysis to be more accurate. When applying the DCF on a quarterly basis, the discount rate is divided by 4 and a discount rate of 3.75% is applied to each period. Typically, quarters start in January, April, July, and October so we have used those baselines in our analysis. Since the Substantial Completion Date was June 1, 2025, we will analyze on a quarterly basis starting June 2025.

DISCOUNT CASH FLOW DATA – TIMBERBROOK PID NO. 1 PHASE 7 LOTS (QUARTERLY)

	Jun. 2025			Jul. 2025			Oct. 2025		
Lot Type	Starting Units	Lot Price	Sales	Units Available	Lot Price	Sales	Units Available	Lot Price	Sales
60-FF Lot	48	$ 127,800	4	44	$ 129,717	12	32	$ 131,663	12
Revenue		**$ 511,200**			**$1,556,604**			**$1,579,953**	
Expenses:									
Marketing Fee Reimbursement		*$ 4,000*			*$ 12,000*			*$ 12,000*	
Amenity Fee Reimbursement		*$ 6,000*			*$ 18,000*			*$ 18,000*	
Tax Expense		*$ (6,820)*			*$ (19,036)*			*$ (14,052)*	
Sales Expense		*$ (7,668)*			*$ (23,349)*			*$ (23,699)*	
Net Income		**$ 506,712**			**$1,544,219**			**$1,572,201**	
Factor		**0.994194**			**0.971303**			**0.937951**	
Income Net Present Value (NPV)		**$ 503,770**			**$1,499,904**			**$1,474,648**	

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	Jan. 2026			Apr. 2026		
Lot Type	Units Available	Lot Price	Sales	Units Available	Lot Price	Sales
60-FF Lot	20	$ 133,638	12	8	$ 135,642	8
Revenue		**$1,603,652**			**$1,085,138**	
Expenses:						
Marketing Fee Reimbursement		*$ 12,000*			*$ 8,000*	
Amenity Fee Reimbursement		*$ 18,000*			*$ 12,000*	
Tax Expense		*$ (8,914)*			*$ (2,413)*	
Sales Expense		*$ (24,055)*			*$ (16,277)*	
Net Income		**$1,600,683**			**$1,086,448**	
Factor		**0.905744**			**0.879752**	
Income Net Present Value (NPV)		**$1,449,810**			**$ 955,805**	

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Total Net Revenue Over ~5 Quarters	***$6,310,263***
Net Present Value (As-Is) at 15% Discount Rate	***$5,883,936***
Rounded	**$5,884,000**

Note: Quarterly discount and appreciation calculations are averaged to the middle of the period.

DISCOUNT CASH FLOW DATA – TIMBERBROOK PID NO. 1 PHASE 7 LOTS (ANNUAL)

	2025			2026		
Lot Type	Starting Units	Lot Price	Sales	Starting Units	Lot Price	Sales
60-FF Lot	48	$ 129,717	28	20	$ 134,517	20
Revenue		**$ 3,632,076**			**$ 2,690,331**	
Expenses:						
Marketing Fee Reimbursement		*$ 28,000*			*$ 20,000*	
Amenity Fee Reimbursement		*$ 42,000*			*$ 30,000*	
Tax Expense		*$ (48,456)*			*$ (14,955)*	
Sales Expense		*$ (54,481)*			*$ (40,355)*	
Net Income		**$ 3,599,139**			**$ 2,685,021**	
Factor		**0.960056**			**0.895257**	
Income Net Present Value (NPV)		**$ 3,455,374**			**$ 2,403,782**	

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Total Net Revenue Over ~2 Year	***$6,284,159***
Net Present Value (As-Is) at 15% Discount Rate	***$5,859,156***
Rounded	**$5,859,000**

Note: Annual discount and appreciation calculations are averaged to the middle of the period

DCF Conclusion (48 Improved 60')

Using the Discount Cash Flow analysis on both a quarterly and annual basis suggests the market value for the 48 improved lots in Timberbrook PID No. 1 Phase 7 in a bulk sale transaction would be between $5,859,156 and $5,883,936 which is approximately 0.43% different. Both annual and quarterly DCF analyses have relevance and are a check of reasonableness on each other, but we consider the quarterly analysis to be the more accurate and precise calculation. Thus, we have determined that the **market value for Timberbrook PID No. 1 Phase 7 "Upon Completion" with a Retrospective Effective Date of June 1, 2025, for 48 improved lots is $5,884,000 ($122,500/Lot Rounded)**

INCOME (SUBDIVISION DEVELOPMENT) APPROACH CONCLUSIONS – PHASE 7

Using the Discount Cash Flow Analysis to determine the net present value as of the expected substantial completion date (June 1, 2025), we have determined the following value for Timberbrook PID No. 1 Phase 7 as shown in the table below:

INCOME APPROACH VALUE INDICATION	
Fee Simple Interest, Complete June 1, 2025	
Timberbrook PID No. 1 (Phase 7) ***48 Improved Lots on 13.777 Acres***	***$5,884,000 ($122,500/Lot Rounded)***

INCOME (SUBDIVISION DEVELOPMENT) APPROACH - IMPROVED RESIDENTIAL LOTS (PHASE 9)

Income capitalization is the primary method used in subdivision valuation because value is determined by future sales over time. Along with discounted cash flow analysis, income capitalization directly measures differences in present value based on future cash flow projections. The income methodology applied in subdivision analysis has been adapted to simulate what occurs in a bulk sale where one buyer purchases a group of lots at a discount. It provides a direct measure of the market value or wholesale value of a group of lots or units, which is different from the sum of the retail lot prices.

In order to complete the analysis, the appraisers:

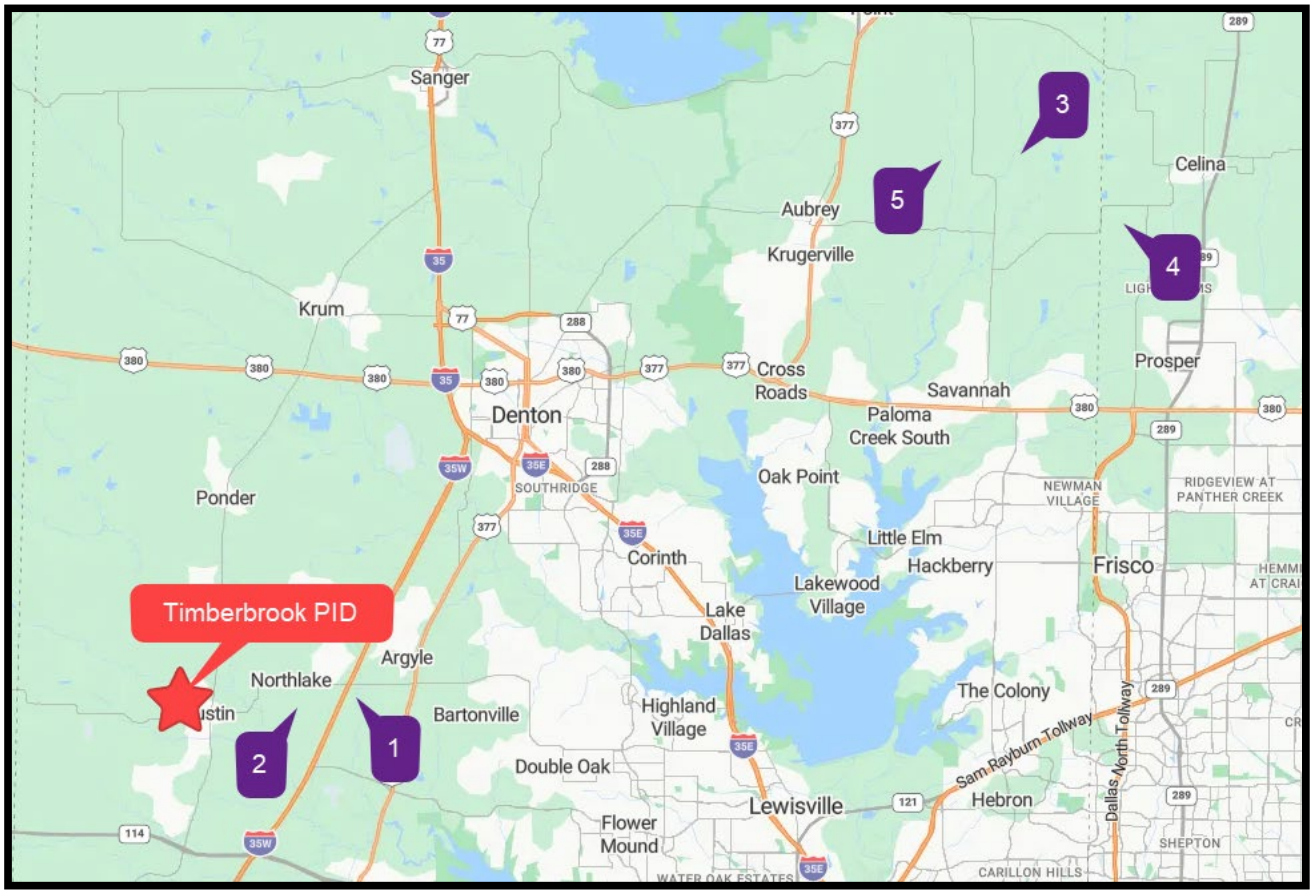
- Determined the value of the lots through aspects of the Sales Comparison Approach based on the concept plan provided by the developers
- Calculated the absorption period (earlier in the report) for the finished lots after construction is complete
- Analyzed the effect of appreciation, taxes, and sales costs over the absorption period
- Estimated the appropriate discount rate necessary to undertake the risks associate with the project
- Utilized discount cash flow (DCF) analysis to determine the present value of future cash flows realized by selling the lots at market prices over time

We utilized the following unit of comparison which is the measure most commonly found in the market:

Sales Price Per Front Foot *– Obtained by dividing sale price by the front footage of the lot*

Following is our analysis of the 60-FF and 65-FF lots within Timberbrook PID No. 1 Phase 9.

MAP OF COMPARABLE LOT SALES –60' LOTS



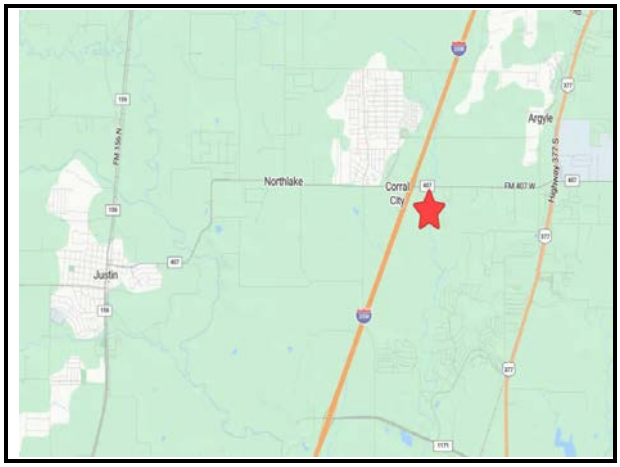
Subject: Timberbrook PID No. 1, Justin, TX 76247

We selected the best and most recent comparable lot sales for our analysis of the 60-FF lots. Our five comparable sales are shown below:

SUMMARY OF LOT SALES - 60' LOTS								
Sale	**Subdivision**	**City**	**ISD**	**Contract Date**	**Sale Date**	**Base Lot Price**	**Front Feet (FF)**	***$/FF***
1	Avalon at Argyle	Argyle	Northwest	Dec-2024	In-Contract	$132,000	60	*$ 2,200*
2	Pecan Square	Northlake	Northwest	Jul-2023	Closed	$135,000	60	*$ 2,250*
3	Bryson Ranch	Pilot Point	Pilot Point	Mar - 2024	In-Contract	$108,000	60	*$ 1,800*
4	Cambridge Crossing	Celina	Celina	Feb - 2024	Closed	$120,000	60	*$ 2,000*
5	Maverick Farms	Pilot Point	Pilot Point	May - 2025	In-Contract	$114,000	60	*$ 1,900*
Subject	**Timberbrook PID, Phase 9**	**Justin**	**Northwest**	**-**	**-**	**-**	**60**	**-**

SALE COMPARABLE 1 – 60' LOTS

Comparable 1 Aerial

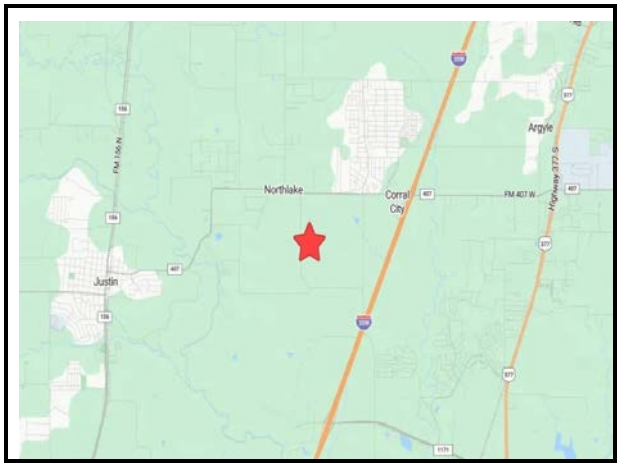


Comparable 1 Map

60-FF Sale Comparable 1				
Property Information				
Subdivision Name	Avalon at Argyle			
Property Class	Residential Lot			
Address	East Side of Avalon Boulevard, South of Farm-to-Market 407 West, Argyle			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	December - 2024			
Seller	CADG Avalon at Argyle LLC			
Buyer	D.R. Horton Homes			
Sale Price	$132,000			
Price per SF Land	$18.33			
Price per Front Foot	**$2,200**			

SALE COMPARABLE 2 – 60' LOTS

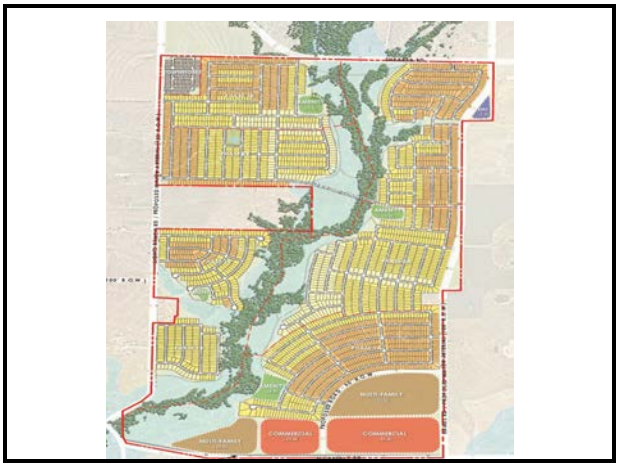
Comparable 2 Aerial



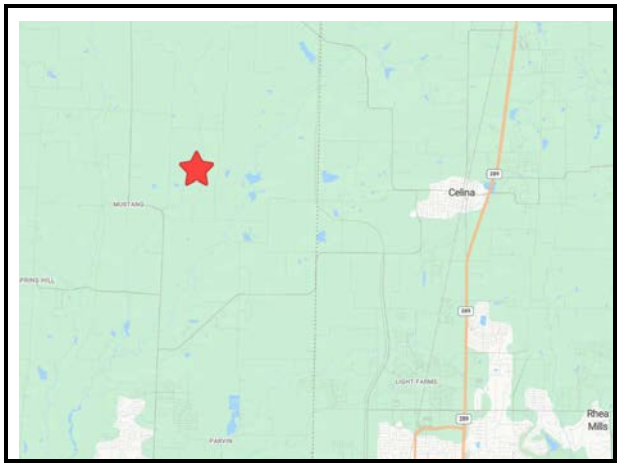
Comparable 2 Map

60-FF Sale Comparable 2				
Property Information				
Subdivision Name	Pecan Square			
Property Class	Residential Lot			
Address	East Side of North Pecan Parkway, South of FM 407, Northlake			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	Closed			
Sale/Contract Date	July - 2023			
Seller	CND-Pecan Square II, LLC			
Buyer	Weekly Homes LLC			
Sale Price	$135,000			
Price per SF Land	$18.75			
Price per Front Foot	**$2,250**			

SALE COMPARABLE 3 – 60' LOTS



Comparable 3 Aerial

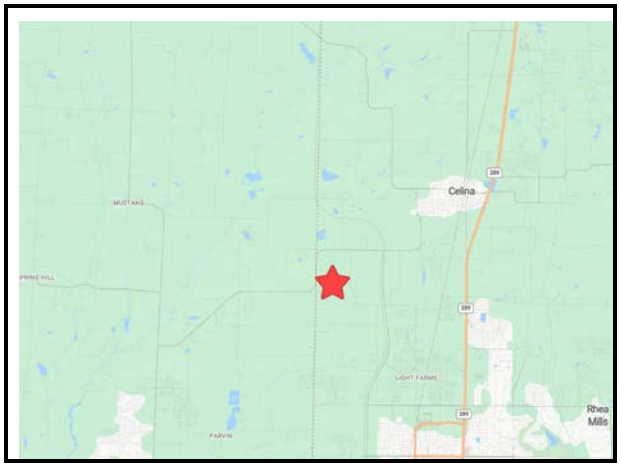


Comparable 3 Map

60-FF Sale Comparable 3				
Property Information				
Subdivision Name	Bryson Ranch			
Property Class	Residential Lot			
Address	Northwest Quadrant of Moberly Road and Hames Road, Pilot Point			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	March - 2024			
Seller	Centurion American Acqusitions, LLC			
Buyer	Ashton Dallas Residential, LLC			
Sale Price	$108,000			
Price per SF Land	$15.00			
Price per Front Foot	**$1,800**			

SALE COMPARABLE 4 – 60' LOTS

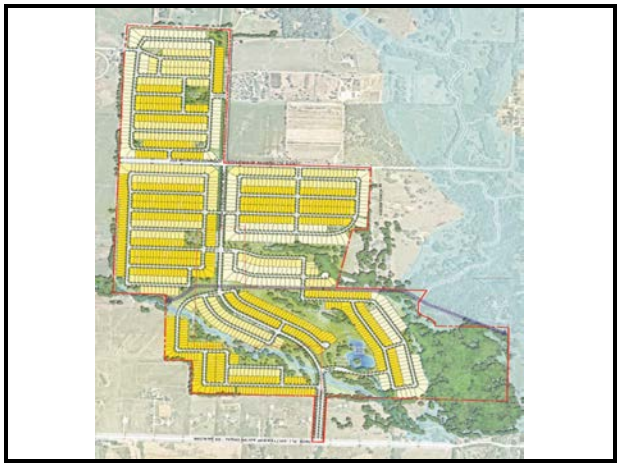
Comparable 4 Aerial



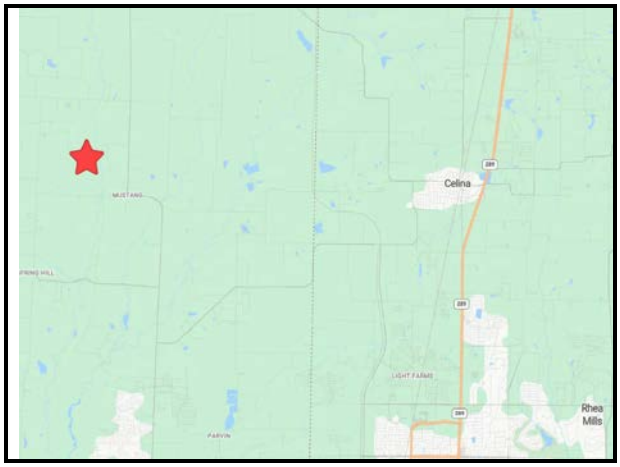
Comparable 4 Map

60-FF Sale Comparable 4				
Property Information				
Subdivision Name	Cambridge Crossing			
Property Class	Residential Lot			
Address	Northeast quadrant of Legacy Drive and Punk Carter Parkway, Celina			
County	Collin			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,800	SF	0.18	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	Closed			
Sale/Contract Date	February - 2024			
Seller	Tollway/Outerloop LP			
Buyer	UnionMain Homes LLC			
Sale Price	$120,000			
Price per SF Land	$15.38			
Price per Front Foot	**$2,000**			

SALE COMPARABLE 5 – 60' LOTS



Comparable 5 Aerial



Comparable 5 Map

60-FF Sale Comparable 5				
Property Information				
Subdivision Name	Maverick Farms			
Property Class	Residential Lot			
Address	North of Mustang Road and South of Joe Allen Road, Pilot Point			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	May - 2025			
Seller	OMA Pilot Point, LLC			
Buyer	UnionMain Homes, LLC			
Sale Price	$114,000			
Price per SF Land	$15.83			
Price per Front Foot	**$1,900**			

SALES ADJUSTMENT COMPARISON GRID –60' LOTS

Subdivision	Subject Timberbrook PID, Phase 9	Sale 1 Avalon at Argyle	Sale 2 Pecan Square	Sale 3 Bryson Ranch	Sale 4 Cambridge Crossing	Sale 5 Maverick Farms
	Justin	Argyle	Northlake	Pilot Point	Celina	Pilot Point
Transactional Adjustments						
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Rights Conveyed		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Financing Terms		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Conditions of Sale		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Expenditures After Purchase		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Time/Market Conditions		+8%	+14%	+11%	+12%	+7%
ADJUSTED Price/FF:		$2,376	$2,565	$1,998	$2,240	$2,033
Physical Adjustments						
Location/Access	West of Timberbrook Parkway, Justin	0%	0%	+3%	-2%	+3%
Amenities	Amenity Center, Resort Style Pool, Splash Pad, Cabana, Playground, Dog Park, Trails, Greenspace, Future Pavilion w/ Sand Volleyball and Pickleball	+6%	0%	0%	-4%	0%
Size	60-FF	0%	0%	0%	0%	0%
Utilities	All Available	0%	0%	0%	0%	0%
Zoning	PD - SF-2	0%	0%	-2%	0%	0%
Total Net Physical Adj. After Transactional Adj.		+6%	0%	+1%	-6%	+3%
ADJUSTED Price/FF:		$2,519	$2,565	$2,018	$2,106	$2,094
SUMMARY OF COMPARABLE VALUES						
Value Range/FF			$2,018	to	$2,565	
Average Value/FF			$2,260			
Median Value/FF			$2,106			
Size			60-FF			
Unit Value Indication			$2260/FF			
Overall Value Indication			$135,600			
Rounded			$135,600			

ANALYSIS OF ADJUSTMENTS –60' LOTS

Our research of comparable lot sales leads us to the determination that there are ample recent transactions within the last few years involving similar properties within the subject's general competing area that could reliably and reasonably be verified through our due diligence. The comparable sales for the subject property had unadjusted contracted base prices ranging from $1,800 per front foot to $2,250 per front foot with all sales being 60-FF lot types.

Data on each of the sales, including sales price, was confirmed with sources considered reliable. Based on analysis of this data and other pertinent information obtained in our research, the following pages are a discussion of the factors which were found to exhibit significant influence on property values in this market.

Factors to be Considered and Summary of Adjustments

Transactional Adjustments

Property Rights, Financing Terms, and Conditions of Sale
Each of the comparable sales were sold as Fee Simple interests, sales were transferred in cash equivalency, and under typical sale conditions; thus, no adjustments are made for these three factors.

Expenditures After Purchase
Typically, in a master-planned residential community like the subject, municipalities will require impact fees paid for water, sewer, and roadway. These fees will be the responsibility of the homebuilder rather than the developer. Since purchasers of other lots would typically be expected to pay water, sewer, and roadway impact/connection fees, these are not considered atypical and are not included in our analysis.

Time/Market Conditions
The residential real estate market increased significantly in 2020-2024 but now appears to be cooling following another interest rate increased by the Federal Reserve that has lowered mortgage rates by 19 basis points to 6.65% as of May 2025. Price increased from 2020-2024 occurred in improved residential homes as well as in vacant developed lots as there was strong demand for lots and new homes. Homebuilders absorbed lots well above the historical norm during this period. We also considered that according to data from Zonda there is a shortage of 60-FF vacant developed lots in this market which has driven prices higher even as demand for finished homes has recently diminished.

Considering the residential market data and price increases for recent platted and developed residential lot sales throughout the Metroplex and specifically within Denton County which were necessitated based off supply and demand as well as development costs, we believe a market conditions adjustment of +4% year-over year (YoY) increase throughout 2023, 2024, and into the second quarter of 2025 is warranted and supported for residential developed lots for sale in platted subdivisions, due to the time it takes to get all the city entitlements approved and engineer and zoning costs paid. Platted developed lots on the ground have a faster market sale value increase than would raw land sold for this use. Based on the preceding, each of the comparable lot sales have been adjusted positively between +7% and +14% for Market Conditions depending on the sale date.

Physical Adjustments

Location/Access

The subject property is in a quickly developing area of North Texas in the City of Justin. Development in the subject's area has been increasing and consistent throughout the decades. The subject is located along Timberbrook Parkway. The area around the subject is primarily single-family developments and agricultural land. Also, in the area there are municipal and commercial uses along FM-156 within the downtown area of Justin which is 2 miles to the east.

South of the subject property, about 6 miles, is Northwest High School which is one of two high schools in Northwest ISD. Northwest ISD is a desirable district with a "B" rating from the Texas Education Agency (TEA). Many future residents looking for a quasi-rural residential neighborhood would likely prefer a smaller and desirable school district than larger school districts more prevalent near DFW. Accessibility is considered average for this area. We have made the following adjustments for Location/Access:

- Sale 1: Similar; Located in Argyle, which has similar access to commercial uses, and it is located in Northwest ISD which has a "B" rating and is the same ISD as the subject property; Adjusted 0%
- Sale 2: Similar; Located in Northlake, which has similar access to commercial uses, and it is located in Northwest ISD which has a "B" rating and is the same ISD as the subject property; Adjusted 0%
- Sale 3: Inferior; Located in Pilot Point, which feeds into Pilot Point ISD which has a "C" rating and considered to be an inferior ISD and is father removed from commercial uses; Adjusted +3%
- Sale 4: Superior; Located in Celina which has similar access to commercial uses, and it is located in Celina ISD which has an "A" rating and considered to be a superior ISD; Adjusted -2%
- Sale 5: Inferior; Located in Pilot Point, which feeds into the Pilot Point ISD which has a "C" rating and considered to be an inferior ISD and is father removed from commercial uses; Adjusted +3%

Amenities

The subject property's amenities will consist of a pool, pool house, playgrounds, parks, a dog park, outdoor pavilion, trails, and greenspace. The subject property also has plans for future amenities such as a second pool and pool house, pickleball and volleyball courts, and an elementary school. According to the site visit, earthwork on the site is underway. The subject's amenities are standard for a master planned community the size of Timberbrook PID No. 1 Phase 9 development being built-out with 121 homes. We have made the following adjustments for Amenities:

- Sale 1: Inferior; Avalon at Argyle Subdivision, which has inferior amenities such as a pool, park, and playground; Adjusted +6%
- Sale 2: Similar; Pecan Square Subdivision, which has similar amenities such as an amenity center, two pools, fitness center, parks, sports courts, greenspace, event space, and elementary school; Adjusted 0%
- Sale 3: Similar; Bryson Ranch Subdivision, which has similar amenities such as a commercial space, amenity centers, pool, playground, fitness center, trails, and greenspace; Adjusted 0%
- Sale 4: Superior; Cambridge Crossing Subdivision, which has superior amenities such as seven lakes, a private amenity center, fitness center, pickleball courts, half-court basketball, jogging trails, fishing pond, playground, lap pool, resort style pool/cabanas, and an event lawn; Adjusted -4%
- Sale 5: Similar; Maverick Farms Subdivision, which has similar amenities such as an amenity building, pool, outdoor fitness area, playground, grilling station, pavilion, cabanas, lake with dock, trails, and greenspace; adjusted 0%

Size
Due to economies of scale, smaller lots are expected to sell for a higher price per unit (foot frontage). All Sales are also 60' lots that can accommodate the same building pad, so no adjustment is made for Size.

Utilities
The subject property's improved lots will each have access to electric, water, sewer, natural gas, and high-speed Internet. Sales 1-5 will also have access to the same utilities as the subject. Therefore, no adjustment is made for Utilities to those comparable sales.

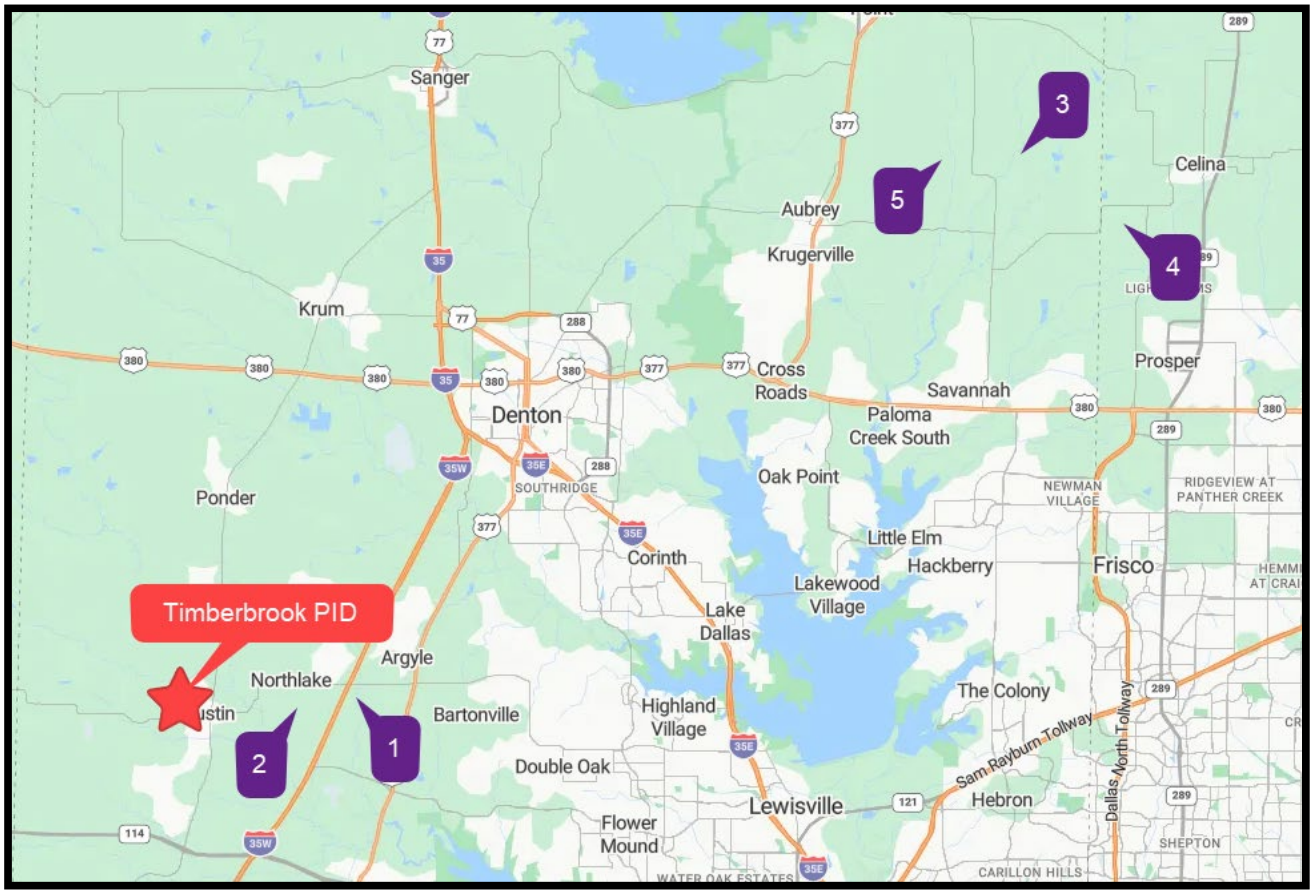
Zoning
The subject property is in a planned development and comparable sales 1, 2, 4, and 5 are in planned developments with residential subdivision zoning for similar sized residential lots; thus, no adjustment is made for Zoning. Comparable sale 3 is also a planned development, but allows for mixed uses, which is superior to the subject, therefore an adjustment of -2% is made for Zoning to Sale 3.

Conclusion for 60' Lots – The 60' Lot Sales have an adjusted range of $2,018/FF to $2,565/FF with an average of $2,260/FF and a median of $2,106/FF. We considered each of the five sales as being reflective of the market and considered increasing development land costs due to increases in material and labor, which has increased the cost to develop a property similar to the subject. We conclude that the retail market value of the **improved 60' lots is $2260/FF, or $135,600/Lot.**

Lot Type	Total Lots	Projected Completion Date	Concluded Retail Value Per Lot
60' Detached Lots	64	January 1, 2027	$135,600

Next, we will analyze the retail market value of the 65' improved residential lots within Phase 9 of Timberbrook PID No. 1.

MAP OF COMPARABLE LOT SALES –65' LOTS



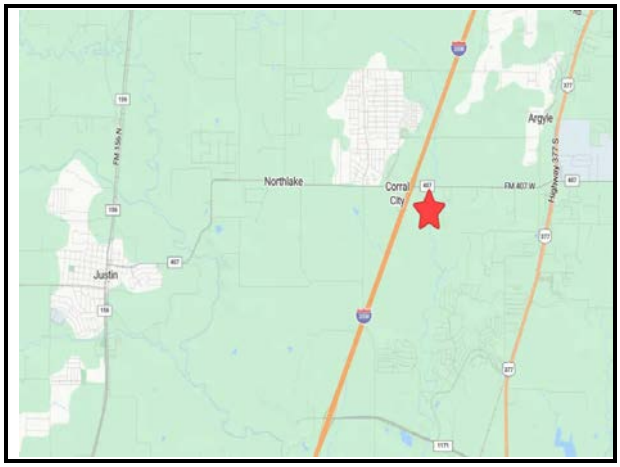
Subject: Timberbrook PID No. 1, Justin, TX 76247

We selected the best and most recent comparable lot sales for our analysis of the 65-FF lots. Our five comparable sales are shown below:

SUMMARY OF LOT SALES - 65' LOTS								
Sale	**Subdivision**	**City**	**ISD**	**Contract Date**	**Sale Date**	**Base Lot Price**	**Front Feet (FF)**	***$/FF***
1	Avalon at Argyle	Argyle	Northwest	Dec-2024	In-Contract	$132,000	60	*$ 2,200*
2	Pecan Square	Northlake	Northwest	Jul-2023	Closed	$135,000	60	*$ 2,250*
3	Bryson Ranch	Pilot Point	Pilot Point	Mar - 2024	In-Contract	$108,000	60	*$ 1,800*
4	Cambridge Crossing	Celina	Celina	Feb - 2024	Closed	$120,000	60	*$ 2,000*
5	Maverick Farms	Pilot Point	Pilot Point	May - 2025	In-Contract	$114,000	60	*$ 1,900*
Subject	**Timberbrook PID, Phase 9**	**Justin**	**Northwest**	-	-	-	**65**	-

SALE COMPARABLE 1 – 65' LOTS

Comparable 1 Aerial

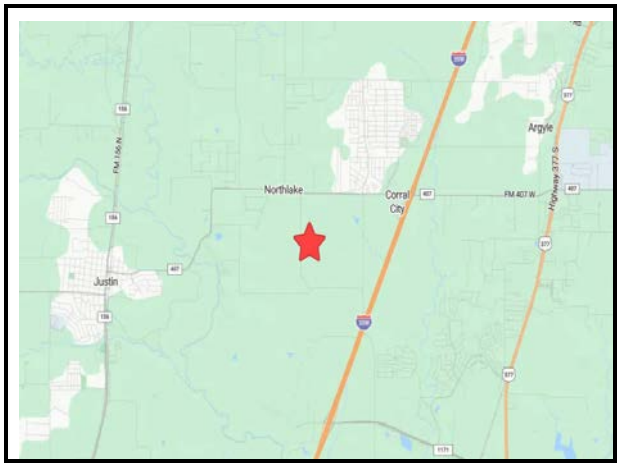


Comparable 1 Map

65-FF Sale Comparable 1				
Property Information				
Subdivision Name	Avalon at Argyle			
Property Class	Residential Lot			
Address	East Side of Avalon Boulevard, South of Farm-to-Market 407 West, Argyle			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	December - 2024			
Seller	CADG Avalon at Argyle LLC			
Buyer	D.R. Horton Homes			
Sale Price	$132,000			
Price per SF Land	$18.33			
Price per Front Foot	**$2,200**			

SALE COMPARABLE 2 – 65' LOTS

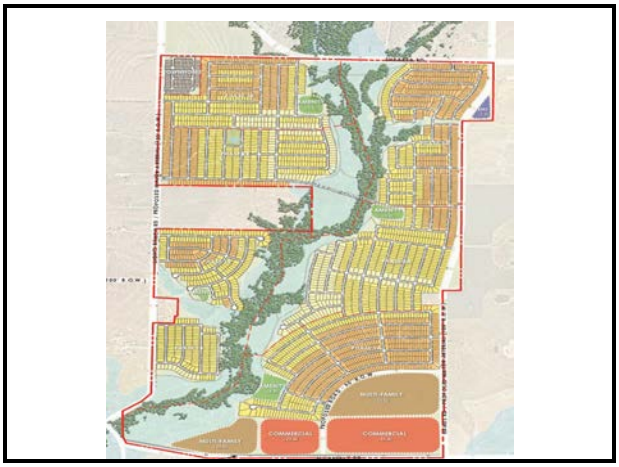
Comparable 2 Aerial



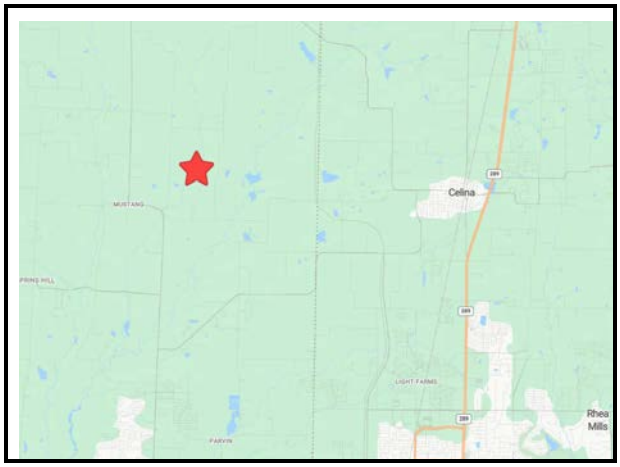
Comparable 2 Map

65-FF Sale Comparable 2				
Property Information				
Subdivision Name	Pecan Square			
Property Class	Residential Lot			
Address	East Side of North Pecan Parkway, South of FM 407, Northlake			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	Closed			
Sale/Contract Date	July - 2023			
Seller	CND-Pecan Square II, LLC			
Buyer	Weekly Homes LLC			
Sale Price	$135,000			
Price per SF Land	$18.75			
Price per Front Foot	**$2,250**			

SALE COMPARABLE 3 – 65' LOTS



Comparable 3 Aerial

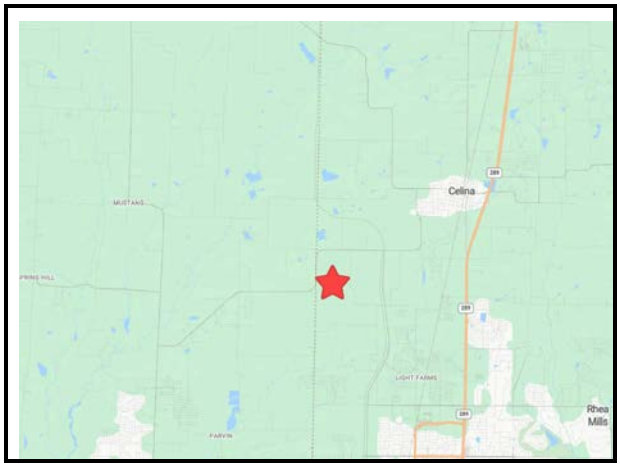


Comparable 3 Map

65-FF Sale Comparable 3				
Property Information				
Subdivision Name	Bryson Ranch			
Property Class	Residential Lot			
Address	Northwest Quadrant of Moberly Road and Hames Road, Pilot Point			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	6,050	SF	0.14	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	March - 2024			
Seller	Centurion American Acqusitions, LLC			
Buyer	Ashton Dallas Residential, LLC			
Sale Price	$108,000			
Price per SF Land	$17.85			
Price per Front Foot	**$1,800**			

SALE COMPARABLE 4 – 65' LOTS

Comparable 4 Aerial

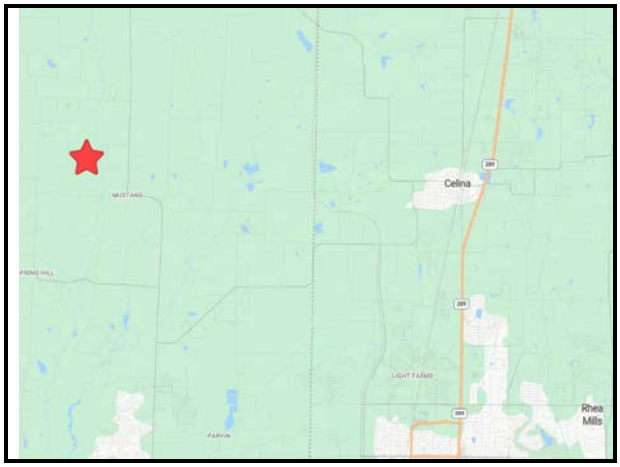


Comparable 4 Map

65-FF Sale Comparable 4				
Property Information				
Subdivision Name	Cambridge Crossing			
Property Class	Residential Lot			
Address	Northeast quadrant of Legacy Drive and Punk Carter Parkway, Celina			
County	Collin			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,800	SF	0.18	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	Closed			
Sale/Contract Date	February - 2024			
Seller	Tollway/Outerloop LP			
Buyer	UnionMain Homes LLC			
Sale Price	$120,000			
Price per SF Land	$15.38			
Price per Front Foot	**$2,000**			

SALE COMPARABLE 5 – 65' LOTS

Comparable 5 Aerial



Comparable 5 Map

65-FF Sale Comparable 5				
Property Information				
Subdivision Name	Maverick Farms			
Property Class	Residential Lot			
Address	North of Mustang Road and South of Joe Allen Road, Pilot Point			
County	Denton			
Property Type	Residential / Multiple Units			
Site Information				
Site Size	7,200	SF	0.17	Acres
Zoning Code	Planned Development			
Shape	Rectangular			
Topography	Basically level			
Available Utilities	All available			
Transaction Information				
Sale Status	In-Contract			
Sale/Contract Date	May - 2025			
Seller	OMA Pilot Point, LLC			
Buyer	UnionMain Homes, LLC			
Sale Price	$114,000			
Price per SF Land	$15.83			
Price per Front Foot	**$1,900**			

SALES ADJUSTMENT COMPARISON GRID –65' LOTS

Subdivision	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
	Timberbrook PID, Phase 9	Avalon at Argyle	Pecan Square	Bryson Ranch	Cambridge Crossing	Maverick Farms
	Justin	Argyle	Northlake	Pilot Point	Celina	Pilot Point
Transactional Adjustments						
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Rights Conveyed		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Financing Terms		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Conditions of Sale		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Expenditures After Purchase		0%	0%	0%	0%	0%
Sales Price/FF		$2,200	$2,250	$1,800	$2,000	$1,900
Time/Market Conditions		+8%	+14%	+11%	+12%	+7%
ADJUSTED Price/FF:		$2,376	$2,565	$1,998	$2,240	$2,033
Physical Adjustments						
Location/Access	West of Timberbrook Parkway, Justin	0%	0%	+3%	-2%	+3%
Amenities	Amenity Center, Resort Style Pool, Splash Pad, Cabana, Playground, Dog Park, Trails, Greenspace, Future Pavilion w/ Sand Volleyball and Pickleball	+6%	0%	0%	-4%	0%
Size	65-FF	-2%	-2%	-2%	-2%	-2%
Utilities	All Available	0%	0%	0%	0%	0%
Zoning	PD - SF-2	0%	0%	-2%	0%	0%
Total Net Physical Adj. After Transactional Adj.		+4%	-2%	-1%	-8%	+1%
ADJUSTED Price/FF:		$2,471	$2,514	$1,978	$2,061	$2,053
SUMMARY OF COMPARABLE VALUES						
Value Range/FF			$1,978	to	$2,514	
Average Value/FF			$2,215			
Median Value/FF			$2,061			
Size			65-FF			
Unit Value Indication			$2215/FF			
Overall Value Indication			$143,975			
Rounded			$144,000			

ANALYSIS OF ADJUSTMENTS –65' LOTS

Our research of comparable lot sales leads us to the determination that there are ample recent transactions within the last few years involving similar properties within the subject's general competing area that could reliably and reasonably be verified through our due diligence. The comparable sales for the subject property had unadjusted contracted base prices ranging from $1,800 per front foot to $2,250 per front foot with all sales being 60-FF lot types.

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Factors to be Considered and Summary of Adjustments

Transactional Adjustments

Property Rights, Financing Terms, and Conditions of Sale
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Expenditures After Purchase
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Time/Market Conditions
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Considering the residential market data and price increases for recent platted and developed residential lot sales throughout the Metroplex and specifically within Denton County which were necessitated based off supply and demand as well as development costs, we believe a market conditions adjustment of +4% year-over year (YoY) increase throughout 2023, 2024, and into the second quarter of 2025 is warranted and supported for residential developed lots for sale in platted subdivisions, due to the time it takes to get all the city entitlements approved and engineer and zoning costs paid. Platted developed lots on the ground have a faster market sale value increase than would raw land sold for this use. Based on the preceding, each of the comparable lot sales have been adjusted positively between +7% and +14% for Market Conditions depending on the sale date.

Physical Adjustments

Location/Access

The subject property is in a quickly developing area of North Texas in the City of Justin. Development in the subject's area has been increasing and consistent throughout the decades. The subject is located along Timberbrook Parkway. The area around the subject is primarily single-family developments and agricultural land. Also, in the area there are municipal and commercial uses along FM-156 within the downtown area of Justin which is 2 miles to the east.

South of the subject property, about 6 miles, is Northwest High School which is one of two high schools in Northwest ISD. Northwest ISD is a desirable district with a "B" rating from the Texas Education Agency (TEA). Many future residents looking for a quasi-rural residential neighborhood would likely prefer a smaller and desirable school district than larger school districts more prevalent near DFW. Accessibility is considered average for this area. We have made the following adjustments for Location/Access:

- Sale 1: Similar; Located in Argyle, which has similar access to commercial uses, and it is located in Northwest ISD which has a "B" rating and is the same ISD as the subject property; Adjusted 0%
- Sale 2: Similar; Located in Northlake, which has similar access to commercial uses, and it is located in Northwest ISD which has a "B" rating and is the same ISD as the subject property; Adjusted 0%
- Sale 3: Inferior; Located in Pilot Point, which feeds into the Pilot Point ISD which has a "C" rating and considered to be an inferior ISD and is father removed from commercial uses; Adjusted +3%
- Sale 4: Superior; Located in Celina, which has similar access to commercial uses, and it is located in Celina ISD which has an "A" rating and considered to be a superior ISD; Adjusted -2%
- Sale 5: Inferior; Located in the Pilot Point, which feeds into the Pilot Point ISD which has a "C" rating and considered to be an inferior ISD and is father removed from commercial uses; Adjusted +3%

Amenities

The subject property's amenities will consist of a pool, pool house, playgrounds, parks, a dog park, outdoor pavilion, trails, and greenspace. The subject property also has plans for future amenities such as a second pool and pool house, pickleball and volleyball courts, and an elementary school. According to the site visit, earthwork on the site is underway. The subject's amenities are standard for a master planned community the size of Timberbrook PID No. 1 Phase 9 development being built-out with 121 homes. We have made the following adjustments for Amenities:

- Sale 1: Inferior; Avalon at Argyle Subdivision, which has inferior amenities such as a pool, park, and playground; Adjusted +6%
- Sale 2: Similar; Pecan Square Subdivision, which has similar amenities such as an amenity center, two pools, fitness center, parks, sports courts, greenspace, event space, and elementary school; Adjusted 0%
- Sale 3: Similar; Bryson Ranch Subdivision, which has similar amenities such as a commercial space, amenity centers, pool, playground, fitness center, trails, and greenspace; Adjusted 0%
- Sale 4: Superior; Cambridge Crossing Subdivision, which has superior amenities such as seven lakes, a private amenity center, fitness center, pickleball courts, half-court basketball, jogging trails, fishing pond, playground, lap pool, resort style pool/cabanas, and an event lawn; Adjusted -4%
- Sale 5: Similar; Maverick Farms Subdivision, which has similar amenities such as an amenity building, pool, outdoor fitness area, playground, grilling station, pavilion, cabanas, lake with dock, trails, and greenspace; adjusted 0%

Size
Due to economies of scale, smaller lots are expected to sell for a higher price per unit (foot frontage). All sales are 60-FF lot, therefore was adjusted -2% for Size.

Utilities
The subject property's improved lots will each have access to electric, water, sewer, natural gas, and high-speed Internet. Sales 1-5 will also have access to the same utilities as the subject. Therefore, no adjustment is made for Utilities to those comparable sales.

Zoning
The subject property is in a planned development and comparable sales 1, 2, 4, and 5 are in planned developments with residential subdivision zoning for similar sized residential lots; thus, no adjustment is made for Zoning. Comparable sale 3 is also a planned development, but allows for mixed uses, which is superior to the subject, therefore an adjustment of -2% is made for Zoning to Sale 3.

Conclusion for 65' Lots – The 65' Lot Sales have an adjusted range of $1,978/FF to $2,514/FF with an average of $2,215/FF and a median of $2,061/FF. We considered each of the five sales as being reflective of the market and considered increasing development land costs due to increases in material and labor, which has increased the cost to develop a property similar to the subject. We conclude that the retail market value of the **improved 65' lots is $2215/FF, or $144,000/Lot.**

Lot Type	Total Lots	Projected Completion Date	Concluded Retail Value Per Lot
65' Detached Lots	57	January 1, 2027	$144,000

Cumulative Retail Lot Value

We believe a current lot market value of $135,600 for 60' improved Lots and $144,000 for 65' improved Lots with an Effective Date of January 1, 2027 is accurate and well-supported. Not only do our compiled recent comparable lot sales indicate that price, but numerous conversations with market participants – land developers and homebuilders – regarding current prices of lots within the subject's market indicate that our concluded value per front foot is supported by the current retail price for 60-FF and 65-FF lots similar to the subject property. Market participants noted that prices for lots rose significantly in late 2020 and throughout 2024 and into 2025 which followed a spike in the residential housing market in DFW that contributed to a scarcity of vacant developed lots for homebuilders.

Additionally, per the purchase and sale contracts, there will also be a $1,500 per lot Amenity Fee and a $1,000 marketing fee which the builder is required to pay the developer at the time of lot closing.

As of the Effective Date of January 1, 2027, the market value of the 60-FF and 65-FF lots for Timberbrook PID No. 1 Phase 9 is shown below:

TIMBERBROOK PID NO. 1 PHASE 9					
Total Lots	**Feet Frontage (FF)**	**Retail Price/Lot**	**Effective Date**	**Price/FF ($/FF)**	**Total Retail Value ($)**
64	60 FF	$135,600	January 1, 2027	$2260/FF	$8,678,400
57	65 FF	$144,000	January 1, 2027	$2215/FF	$8,208,000
121					***$16,886,400***
Amenity Fee Reimbursement				$1,500/per lot	$181,500
Marketing Fee Reimbursement				$1,000/per lot	$121,000
Total Retail Lot Value					**$17,188,900**

Next, we will develop an opinion of value for the residential lots in Phase 9 using the Discount Cash Flow analysis.

DISCOUNT CASH FLOW ANALYSIS

Having completed the retail lot value conclusions using aspects of the Sales Comparison Approach, we will develop an opinion of the market value of the property to a single purchaser, as of the substantial completion date. This value will include a provision for compensating the developer, i.e., profit for risk and expenditure of time. This value contemplates that the developer of the subject property would sell the subject to another developer who would in turn sell the developed lots on a retail basis. This value represents the concept of market value to a single purchaser as of the completed construction date, wherein a portion of the overall real property rights or physical asset would typically be sold to its ultimate users over some future period. Valuations involving such properties must fully reflect all appropriate deductions and discounts as well as the anticipated cash flows to be derived from the disposition of the asset over time. Appropriate deductions and discounts are those which reflect all expenses associated with the disposition of the property as well as the cost of capital and entrepreneurial profit. **This latter item of entrepreneurial profit is accounted for herein as part of the discount rate.**

The various assumptions necessary to complete our Discounted Cash Flow (DCF) analysis for the developed subject subdivision are discussed in detail in the following paragraphs.

Absorption
As discussed in detail in the "Absorption Analysis" section of the report, our quarterly absorption projections are summarized as follows for the subject property:

ABSORPTION SCHEDULE FOR TIMBERBROOK PID NO. 1 PHASE 9

Projected Quarterly Absorption Summary - Timberbrook PID No. 1 (Phase 9)							
Lot Type	*Jan-2027*	*Apr-2027*	*Jul-2027*	*Oct-2027*	*Jan-2028*	*Apr-2028*	**TOTAL**
60-FF	4	12	12	12	12	12	**64**
65-FF	4	12	12	12	12	5	**57**
Total	**8**	**24**	**24**	**24**	**24**	**17**	**121**

Note: Typically, quarters start in January, April, July, and October so we have used those baselines in our analysis. Since the Effective Date is January 1, 2026 our analysis starts on the 1st quarter of 2027.

Value Increases During Sellout Period
Historically, in the sales contracts of volume lot sales in the marketplace, the lot prices are typically adjusted upward at rates ranging from the Wall Street Journal prime rate (7.50% as of late December 2024), plus 1% (annually) up to 8.5%. Contracts between land developers and homebuilders typically have a 6% escalation which is consistent with recent improved lot appreciations over many years. However, the developer has an executed purchase and sale contract that specifies an 8% escalation, thus, for valuation purposes moving forward, we have estimated an annual appreciation on the subject's lots at 8% per year which is also consistent with residential real estate appreciation over the past decade. This is also considered reasonable given the lack of available lot and housing supply in the area and the historical realization of interest carry/appreciation by developers within DFW and surrounding market areas.

EXPENSES

Taxes are paid by the developer annually. The estimation of taxes paid per period is based upon the principle that taxes are prorated at closing and are paid in arrears. Therefore, we have deducted taxes based upon the estimated retail market value of the unsold lots. The taxes are prorated in each calendar year based upon the projected sales in each period. The current tax rate for the bulk of the property is **0.01905887 per $100 assessed –**1.905887**%** for the purpose of our analysis – with taxes due to the City of Justin, Denton County, and Northwest ISD.

Based upon our experience as property tax consultants and information gathered from builders/developers, we do not believe the vacant lots will be assessed for their full market value once Substantial Completion is achieved. We believe the builder will have their lots assessed at approximately 70% of the market value, i.e., if a lot has a retail value of $100,000 then the assessed value will be $70,000. We believe this 30% discount is justified as taxing districts do not typically have access to cost data and assessments typically lag the market. In addition, many taxing districts allow for a 20% builder's inventory reduction.

Cost of Sales has been estimated at 1.5% of gross sales proceeds for various closing costs, surveys, commissions, and title policies.

Marketing expenses are not included as there is a shortage of vacant developed lots on the market and we would expect these lots to be absorbed by volume builders.

Discount Rate
The discount rate utilized herein is essentially an anticipated Internal Rate of Return (IRR) for the subject property, as estimated from investment performance realized by market participants. The discount rate used for the subject should be less than the typical land development project because the value we are determining is for a fully entitled project in a city-approved Planned Development which will have less risk exposure than that of a raw land development. Therefore, it is appropriate to utilize a discount rate adjusted for this risk. The appraisers have included a recent discount rate survey published by Realty Rates that considers the market conditions, risk, entrepreneurial profit, and liquidity inherent in a project such as the subject that developers of similar properties would consider.

RealtyRates.com DEVELOPER SURVEY - 2nd Quarter 2025*
Texas - Subdivisions & PUDs

	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	15.64%	34.09%	23.07%	15.01%	32.73%	22.15%
-100 Units	15.64%	29.39%	22.06%	15.01%	28.22%	21.18%
100-500 Units	16.03%	32.33%	23.21%	15.39%	31.04%	22.28%
500+ Units	16.42%	33.80%	23.60%	15.76%	32.45%	22.66%
Mixed Use	16.81%	34.09%	23.42%	16.14%	32.73%	22.48%
Manufactured Housing	16.13%	37.21%	24.74%	15.48%	35.72%	23.75%
-100 Units	16.13%	32.35%	23.76%	15.48%	31.06%	22.81%
100-500 Units	16.53%	35.59%	25.02%	15.87%	34.16%	24.02%
500+ Units	16.93%	37.21%	25.45%	16.26%	35.72%	24.43%
Business Parks	16.09%	35.58%	23.98%	15.44%	34.15%	23.02%
-100 Acres	16.09%	30.94%	23.04%	15.44%	29.70%	22.12%
100-500 Acres	16.49%	34.03%	24.25%	15.83%	32.67%	23.28%
500+ Acres	16.89%	35.58%	24.66%	16.22%	34.15%	23.67%
Industrial Parks	16.16%	30.04%	21.52%	15.51%	28.84%	20.66%
-100 Acres	16.16%	26.12%	20.72%	15.51%	25.08%	19.89%
100-500 Acres	16.56%	28.73%	21.74%	15.90%	27.58%	20.87%
500+ Acres	16.97%	30.04%	22.09%	16.29%	28.84%	21.21%

*1st Quarter 2025 Data

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As shown, the minimum actual rates in Texas range from 15.64% for less than 100 units; 16.03% for 100 to 500 units; and 16.42% for 500+ units with minimum pro-forma rates ranging from 15.01% to 15.76%.

The 7th Edition of the Dictionary of Real Estate Appraisal defines this term as "a discount rate that is adjusted to offset one or more risk factors, i.e., when a future downswing in the business cycle is likely, the risk associated with a project may increase near the end of its term, necessitating a special adjustment to the discount rate. Such discount rates include all of the elements of risk associated with an income stream for a specified period adjusted to offset additional term risk". Thus, it is our opinion that a potential purchaser would expect to receive a much lower return on his investment for a completed project similar to the subject, which has numerous purchasers of the end product relative to that of a vacant tract of land awaiting eventual development (higher risk of escalating costs to site development and of the eventual timing of completion).

Based upon the preceding, an internal rate of return (IRR) that is similar to the minimum actual rates provided by the Realty Rates "Developer Survey" for Texas of 16.03% for between 100-500 units; and 15.39% for likewise minimum pro-forma rates is considered reasonable for the subject. Hence, taking into consideration the supply and demand levels within the subject's submarket area, we have selected a discount rate of **16%** for the subject which takes into consideration the degree of risk, developer profit, and the liquidity inherent in a project such as the subject (assisted by involvement of the PID), as well as the current market conditions. To be consistent with the timing of the cash flows, the annual income stream is discounted quarterly with an annual DCF also included. With each of the required elements now identified, we will analyze the subject in DCF analyses as shown on the following pages.

DISCOUNT CASH FLOW (DCF) ANALYSIS - TIMBERBROOK PID NO. 1 – PHASE 9

The following assumptions are made in our analysis which are supported by other research and analysis found earlier in this report:

- Substantial Complete January 1, 2027
- Retail lot values: $135,600 for 60-FF lots
- Retail lot values: $144,000 for 60-FF lots
- 8% Appreciation/Year (2.0%/Quarter)
- 60-FF Lots sell at 12/Quarter
- 65-FF Lots sell at 12/Quarter
- Discount Rate 16% (4.0%/Quarter)
- Tax Expense on Inventory is 1.905887%/Year, 0.47647175%/Quarter, but is discounted 30%
- Sales and Marketing Expense (1.5% of Revenue)

As Substantial Completion on the improved lots in Timberbrook PID No. 1 Phase 9 is expected to be completed as of January 1, 2027, we believe lot prices will continue to appreciate close to the purchase and sale contract appreciation which is 8% per year. Thus, we have concluded that current retail improved lot values will be similar when absorption begins. **Therefore, as of the expected Substantial Completion Date (January 1, 2027) the retail lot value for 64 60-FF lots is $135,600 and 57 65-FF lots is $144,000 with a cumulative value of $16,886,400. Per the purchase and sale contracts, there will also be a $1,500 per lot Amenity Fee and a $1,000 marketing fee, which the builder is required to pay the developer at the time of lot closing. The total value of the amenity fee is $181,500 (121 x $1,500), the total value of the marketing fee is $121,000 (121 x $1,000). After adding these two reimbursements, the total cumulative value is $17,188,900 as shown in the following table:**

TIMBERBROOK PID NO. 1 PHASE 9					
Total Lots	**Feet Frontage (FF)**	**Retail Price/Lot**	**Effective Date**	**Price/FF ($/FF)**	**Total Retail Value ($)**
64	60 FF	$135,600	January 1, 2027	$2260/FF	$8,678,400
57	65 FF	$144,000	January 1, 2027	$2215/FF	$8,208,000
121					***$16,886,400***
Amenity Fee Reimbursement				$1,500/per lot	$181,500
Marketing Fee Reimbursement				$1,000/per lot	$121,000
Total Retail Lot Value					**$17,188,900**

Discount cash flow analysis was completed on a quarterly and annual basis as a check for reasonableness. The annual DCF is a more rudimentary calculation, and we consider the quarterly analysis to be more accurate. When applying the DCF on a quarterly basis, the discount rate is divided by 4 and a discount rate of 4.00% is applied to each period. Typically, quarters start in January, April, July, and October so we have used those baselines in our analysis. Since the Substantial Completion Date is January 1, 2027, we will analyze on a quarterly basis starting January 2027.

DISCOUNT CASH FLOW DATA – TIMBERBROOK PID NO. 1 PHASE 9 LOTS (QUARTERLY)

	Jan. 2027			Apr. 2027			Jul. 2027		
	Starting Units	Lot Price	Sales	Units Available	Lot Price	Sales	Units Available	Lot Price	Sales
60-FF Lot	64	$ 135,600	4	60	$ 138,312	12	48	$ 141,078	12
65-FF Lot	57	$ 144,000	4	53	$ 146,880	12	41	$ 149,818	12
Revenue		**$ 1,118,400**			**$ 3,422,304**			**$ 3,490,750**	
Expenses:									
Marketing Fee Reimbursement		*$ 8,000*			*$ 24,000*			*$ 24,000*	
Amenity Fee Reimbursement		*$ 12,000*			*$ 36,000*			*$ 36,000*	
Tax Expense		*$ (18,774)*			*$ (53,643)*			*$ (43,073)*	
Sales Expense		*$ (16,776)*			*$ (51,335)*			*$ (52,361)*	
Net Income		**$ 1,102,850**			**$ 3,377,327**			**$ 3,455,316**	
Factor		**0.981619**			**0.945863**			**0.911410**	
Income Net Present Value (NPV)		**$ 1,082,578**			**$ 3,194,488**			**$ 3,149,209**	

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	Oct. 2027			Jan. 2028			Apr. 2028		
	Units Available	Lot Price	Sales	Units Available	Lot Price	Sales	Units Available	Lot Price	Sales
60-FF Lot	36	$ 143,900	12	24	$ 146,778	12	12	$ 149,713	12
65-FF Lot	29	$ 152,814	12	17	$ 155,870	12	5	$ 158,988	5
Revenue		**$ 3,560,565**			**$ 3,631,776**			**$ 2,591,498**	
Expenses:									
Marketing Fee Reimbursement		*$ 24,000*			*$ 24,000*			*$ 17,000*	
Amenity Fee Reimbursement		*$ 36,000*			*$ 36,000*			*$ 25,500*	
Tax Expense		*$ (32,059)*			*$ (20,587)*			*$ (8,643)*	
Sales Expense		*$ (53,408)*			*$ (54,477)*			*$ (38,872)*	
Net Income		**$ 3,535,098**			**$ 3,616,713**			**$ 2,586,483**	
Factor		**0.878212**			**0.846223**			**0.815399**	
Income Net Present Value (NPV)		**$ 3,104,564**			**$ 3,060,545**			**$ 2,109,016**	

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Total Net Revenue Over ~6 Quarters	***$17,673,786***
Net Present Value (As-Is) at 16% Discount Rate	***$15,700,401***
Rounded	**$15,700,000**

Note: Quarterly discount and appreciation calculations are averaged to the middle of the period.

DISCOUNT CASH FLOW DATA – TIMBERBROOK PID NO. 1 PHASE 9 LOTS (ANNUAL)

	2027			2028		
Lot Type	Starting Units	Lot Price	Sales	Starting Units	Lot Price	Sales
60-FF Lot	64	$ 139,668	28	36	$ 148,188	36
65-FF Lot	57	$ 148,320	28	29	$ 157,368	29
Revenue		**$ 8,063,664**			**$ 9,898,417**	
Expenses:						
Marketing Fee Reimbursement		*$ 56,000*			*$ 65,000*	
Amenity Fee Reimbursement		*$ 84,000*			*$ 97,500*	
Tax Expense		*$ (116,022)*			*$ (99,043)*	
Sales Expense		*$ (120,955)*			*$ (148,476)*	
Net Income		**$ 7,966,687**			**$ 9,813,398**	
Factor		**0.928477**			**0.830668**	
Income Net Present Value (NPV)		**$ 7,396,883**			**$ 8,151,676**	

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Total Net Revenue Over ~2 Years	***$17,780,085***
Net Present Value (As-Is) at 16% Discount Rate	***$15,548,560***
Rounded	**$15,549,000**

Note: Annual discount and appreciation calculations are averaged to the middle of the period

DCF Conclusion (121 Improved 60' and 65' Lots)
Using the Discount Cash Flow analysis on both a quarterly and annual basis suggests the market value for the 121 improved lots in Timberbrook PID No. 1 Phase 9 in a bulk sale transaction would be between $15,548,560 and $15,700,401, which is approximately 0.98% different. Both annual and quarterly DCF analyses have relevance and are a check of reasonableness on each other, but we consider the quarterly analysis to be the more accurate and precise calculation. Thus, we have determined that the **market value for Timberbrook PID No. 1 Phase 9 "Upon Completion" with a Prospective Effective Date of January 1, 2027, for 121 improved lots is $15,700,000 ($130,000/Lot Rounded)**

INCOME (SUBDIVISION DEVELOPMENT) APPROACH CONCLUSIONS – PHASE 9
Using the Discount Cash Flow Analysis to determine the net present value as of the expected substantial completion date (January 1, 2027), we have determined the following value for Timberbrook PID No. 1 Phase 9 as shown in the table below:

INCOME APPROACH VALUE INDICATION	
Fee Simple Interest, Complete January 1, 2027	
Timberbrook PID No. 1 (Phase 9) ***121 Improved Lots on 38.577 Acres***	***$15,700,000 ($130,000/Lot Rounded)***

RECONCILIATION AND FINAL VALUE CONCLUSION

The Appraisal of Real Estate, Fourteenth Edition, copyright 2013, pages 641-642, published by the Appraisal Institute states,

"Resolving the differences among various value indications is called reconciliation…. The final value opinion is not the average of the different value indications derived. No mechanical formula is used to select one indication over the others…Final reconciliation relies on proper application of appraisal techniques and the appraiser's judgment."

Three approaches to value are recognized in the appraisal profession (Sales Comparison Approach, Cost Approach, and Income Approach). All three approaches were analyzed as part of the scope of work of this assignment. A summary of each approach follows:

Cost Approach
The Cost Approach provides information that contrasts with information from the Income and Sales Comparison Approaches. It allows the appraiser to address the feasibility and highest and best use issues inherent in new construction. This approach is most beneficial when appraising a proposed or recently built project and is typically used when units make up a substantial portion of the entire project.

Since the improved single-family residential lots in Timberbrook PID No. 1 will be constructed in multiple phases over many years, the Cost Approach is not appropriate and thus was not utilized to value the improved lots in the Timberbrook PID No. 1.

Income (Subdivision Development) Approach
For the improved residential lots, the Income (Subdivision Development) Approach applied in subdivision analysis simulates what occurs in a bulk sale where one buyer purchases the bulk of the lots at a discount. Income capitalization is the primary method used in subdivision valuation because value is determined by future sales over time. Along with discounted cash flow analysis, income capitalization directly measures differences in present value based on future cash flow projections. This approach provides a direct measure of the market value or wholesale value of a group of lots or units, which is different from the sum of the retail lot prices.

Since the problems to be solved is to determine the bulk sale value of 48 improved residential lots in Timberbrook PID No. 1 Phase 7 and the bulk sale value of 121 improved residential lots in Timberbrook PID No. 1 Phase 9, as of the substantial completion dates, the Income Approach is appropriate and was developed. **Through Discounted Cash Flow Analysis, we determined the market value of the 48 improved lots "Upon Completion" in Timberbrook PID No. 1 Phase 7 as of June 1, 2025, is $5,884,000 ($122,500/Lot Rounded) and determined the market value of the 121 improved lots "Upon Completion" in Timberbrook PID No. 1 Phase 9 as of January 1, 2027, is $15,700,000 ($130,000/Lot Rounded).**

Sales Comparison Approach
For the improved lots, the Sales Comparison Approach was not fully developed because finding highly similar and recent sales of improved groups of lots or subdivisions is not available in the market. Aspects of the Sales Comparison Approach were utilized in concluding the retail lot market values for use in the Income Approach for the improved lots.

Final Value Conclusion Summary
As a result of our investigations, studies and analysis of the sale, cost, income, and expense data, interpreted within the context of all the factors in the marketplace which effect value, our reconciliation of the indicated values between the utilized approaches to value are listed in the table below. The property type warranted one approach to be developed, the Income Approach, so our final value conclusion for the subject property is shown below:

INCOME APPROACH VALUE INDICATION	
Fee Simple Interest, Complete June 1, 2025	
Timberbrook PID No. 1 (Phase 7) ***48 Improved Lots on 13.777 Acres***	***$5,884,000 ($122,500/Lot Rounded)***
Fee Simple Interest, Complete January 1, 2027	
Timberbrook PID No. 1 (Phase 9) ***121 Improved Lots on 38.577 Acres***	***$15,700,000 ($130,000/Lot Rounded)***

Exposure Time
Assuming adequate exposure and normal marketing efforts, the estimated exposure time (i.e. the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded to in this analysis as of the date of this valuation, which is presumed to precede the effective date of the appraisal) would have been at least 6-12 months.

Marketing Time
Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the Effective Date of value. Market conditions are presently strong, and we expect no significant changes in the near term. It is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 6-12 months.

Absorption
The appraisers developed a quarterly absorption schedule of the subject property. Based on the absorption schedule developed by the appraisers, the 60-FF Lots and 65-FF a projected to sell at 12/Quarter.

ADDENDA

ENGAGEMENT LETTER

Peyco Southwest Realty Inc.
In Arlington Since 1976

Real Estate Brokerage * Development * Appraisals * Property Tax Consulting
1703 N. Peyco Dr. Arlington, Texas 76001
Metro 817-467-6803 * Fax 817-465-7464 * www.peycosouthwest.com

June 12, 2025

Mr. R.R. "Tripp" Davenport, III
Director
FMSbonds, Inc.
5 Cowboys Way, Ste. 300-25
Frisco, Texas 75034
tdavenport@fmsbonds.com

SUBJECT: Proposal/Authorization for Valuation and Consulting Services of a residential master planned development known as the "Timberbrook Public Improvement District" located in Justin, Denton County, Texas

Dear Mr. Davenport:

Upon your acceptance of this contract engagement, Peyco Southwest Realty, Inc. ("Peyco"), will prepare an appraisal of the Subject Property:

Purpose of the Assignment The purpose of the appraisal is to provide an opinion of the "As-Complete" and "As-If Improved" market value of the fee simple interest in the Subject Property outlined herein. We will assume that the City of Justin will approve or has approved the proposed development and that all development entitlements are in place for the "Project" to proceed. Further, our valuation will also be based upon, and assume that:

a) Only limited specific offsite general infrastructure indicated is fully funded with cash or cash-equivalent (lines of credit, completion agreements, etc.) with special assessments levied on property within the Timberbrook Public Improvement District ("PID"), and

b) Improvement relating to the "Project" will be completed based on engineering plans provided to the appraisers

It is our understanding that the Appraisal Report will be included in the Preliminary and Final Official Statements for the sale of one or more series of Public Improvement District (PID) bonds for the Project, and we will provide our written consent to the inclusion of the Appraisal Report in the Preliminary and Final Official Statements. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule.

In accordance with our correspondence, the scope of this assignment will require Peyco to consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis, and preparation of the report. **The report will include an opinion of the fee simple market value of the following:**

- **Timberbrook PID IA#3 will contain approximately 48 improved residential lots to be sold in bulk in phase 7 as of June 1, 2025. We will report the estimated retail value of the lots during the sellout period consisting of:**
  - **48 lots of 60-FF sizes**
- **Timberbrook PID IA#3 will contain approximately 121 improved residential lots to be sold in bulk in phase 9 as of June 1, 2026. We will report the estimated retail value of the lots during the sellout period consisting of:**
  - **64 lots of 60-FF size**
  - **57 lots of 65-FF size**

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a federally regulated financial institution.

The appraisal will be communicated in an Appraisal Report-Standard Format Report. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions, a copy of which is attached as Attachment 1.

The total fee for this assignment will be $17,000 which will be paid for by the Developer, but payment may be reimbursed to the developer as a qualified creation and issuance cost of the "Public Improvement District". Please note that the full fee must be received in our office before the commencement of this appraisal. The delivery date will be within 30 business days from your signed acceptance of this letter agreement, receipt of the fee and receipt of requested documents from the developer, but subject to extension based upon late delivery of the requested data and scheduled access for inspection. **We will require the full fee of $17,000 prior to the commencement of this appraisal assignment.** If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed.

Two hard copies of the appraisal report will be provided upon request. Digital copies, in PDF format, will be delivered upon completion via email or other file transfer as client requests. Additionally, we confirm our permission to use the final appraisal report in the offer and sale of public securities secured by the special assessments levied on property within the PID for the "Project"; and we confirm that we will execute, subject to our approval of the same, a certificate related to the use of the appraisal for such purpose. The 30 business day delivery date is contingent upon the absence of events outside our control, timely access for inspection of the Subject Property, as well as our receipt of all requested information necessary to complete the assignment. Should, upon review of the draft Appraisal Report, the client requests material changes, or additions beyond the agreed to Scope of Work that materially affect the appraisal report and/or resulting values; the Client agrees to additional scope of work changes at our current hourly rates ($300/hour).

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance, or wetlands. Therefore, unless we have been provided with appropriate third-party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment, and actions.

You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, Peyco and its partner companies may utilize, sell, and include such data (either in the aggregate or individually), in the Peyco database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available, as well as proprietary software programs, to perform your assignment (web based and others).

If you are in agreement with the terms set forth in this letter and wish us to proceed with the contract engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

James L. Maibach, C.P.M.
TX-1323658
State Certified General Real Estate Appraiser

AGREED TO AND ACCEPTED THIS _____DAY OF _____, 2024.

BY:

FMS Bonds, Inc.

Tripp Davenport
Authorized Signature

Name (printed)

ATTACHMENT 1: STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements, and restrictions. The Subject Property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Subject Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Subject Property more or less valuable. Furthermore, there is no asbestos or environmental contamination at the Subject Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Subject Property is in compliance with all applicable building, environmental, zoning, and other federal, state, and local laws, regulations, and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

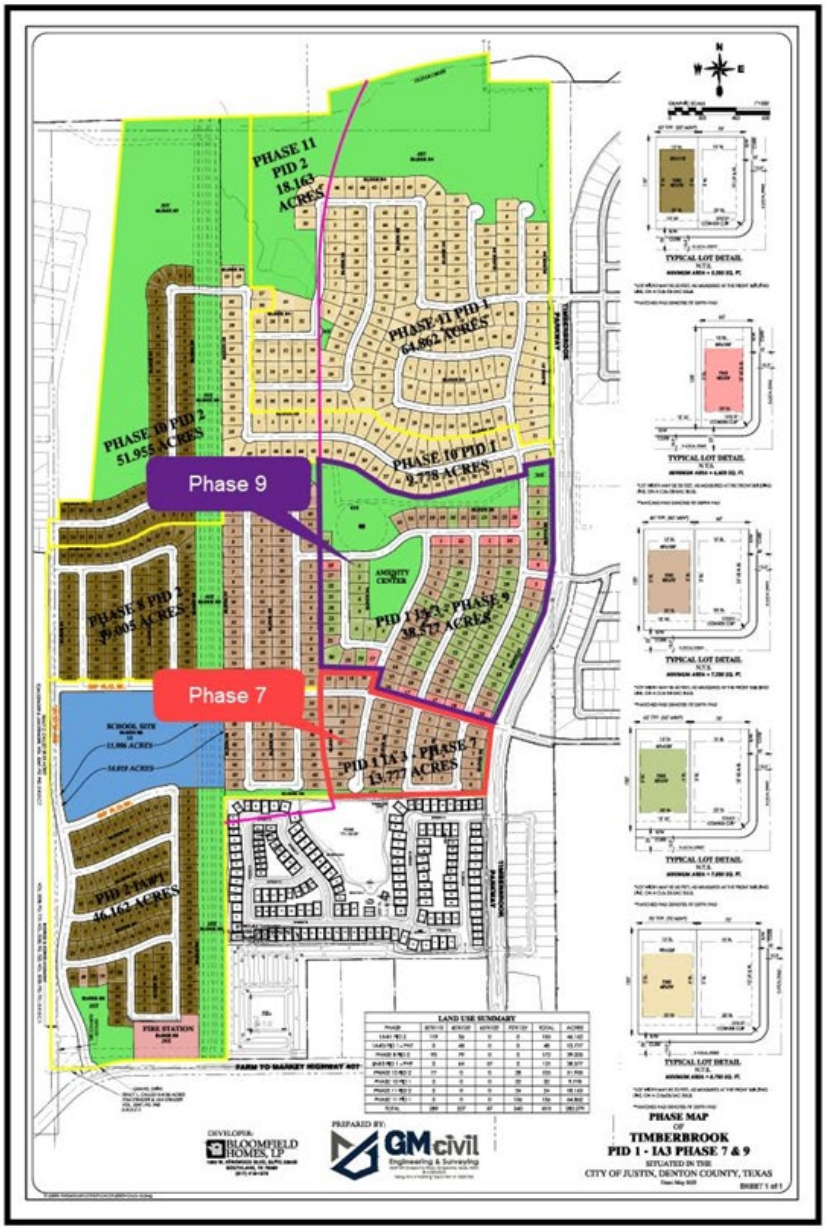
1. An appraisal is inherently subjective and represents our opinion as to the value of the Subject Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state, or local laws, regulations, or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena, or attend any court, governmental or other hearing with reference to the Subject Property without compensation relative to such additional employment.
6. We have made no survey of the Subject Property and assume no responsibility in connection with such matters. Any sketch or survey of the Subject Property included in the appraisal report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the Subject Property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights, if any, and we have assumed that the Subject Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural, and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations, and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Subject Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates, and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the Subject Property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the Subject Property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the Subject Property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the Subject Property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues and render no opinion regarding compliance of the Subject Property with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances, and mold. No representations or warranties are made regarding the environmental condition of the Subject Property. Peyco and/or any of its officers, owners, managers, directors, agents, subcontractors, or employees (the "Peyco Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the Subject Property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the Subject Property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the Subject Property, and the value conclusion is predicated on the assumption that wetlands are nonexistent or minimal.
22. We are not a building or environmental inspector. Peyco does not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs, or alterations in a workmanlike manner.
24. Peyco is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
25. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Peyco is not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we

assume competent and effective management and marketing for the duration of the projected holding period of the Subject Property.

26. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar to the future.
27. As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

Timberbrook PID Phasing Exhibit



LEGAL DESCRIPTION

TIMBERBROOK PID IMPROVEMENT AREA #3 – PHASE 7

All that certain lot, tract, or parcel of land, situated in a portion of the Margaret Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of Timberbrook, Phase 7 recorded in Document No. 2024-233 of the Plat Records of Denton County, Texas (PRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "GMCIVIL" for the most easterly Southeast corner of said Timberbrook, Phase 7, the Northeast corner of a called 32.216 acre tract described in a deed to JT Ladera, LLC recorded in Document No. 2022-169892 of the Deed Records of Denton County, Texas (DRDCT) and being in the West right-of-way line of Timberbrook Parkway (120' width right-of-way) recorded in Document No. 2022-326 (PRDCT);

THENCE South 89 deg. 27 min. 48 sec. West departing said West right-of-way line and continue along the North line of said 32.216 acre tract and the South line of said Timberbrook, Phase 7, a distance of 919.88 feet for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 08 deg. 17 min. 28 sec., and being subtended by a chord which bears North 08 deg. 13 min. 52 sec. West - 381.70 feet;

THENCE in a northerly direction departing said North and South lines and continue along said curve to the right, a distance of 382.03 feet;

THENCE North 00 deg. 25 min. 43 sec. West non-tangent to said curve, a distance of 385.62 feet to the most northerly Northwest corner of said Timbrook, Phase 7;

THENCE in an easterly direction along the North line of said Timbrook, Phase 7 the following fifteen courses;

North 89 deg. 34 min. 17 sec. East, a distance of 155.33 feet to a 1/2" capped iron rod found stamped "GMCIVIL", hereinafter referred to as 1/2" capped iron rod found;

South 89 deg. 06 min. 31 sec. East, a distance of 52.76 feet to a 1/2" capped iron rod found;

South 85 deg. 06 min. 29 sec. East, a distance of 158.82 feet to a 1/2" capped iron rod found;

South 18 deg. 18 min. 02 sec. West, a distance of 114.95 feet to a 1/2" capped iron rod found;

South 32 deg. 01 min. 13 sec. East, a distance of 13.25 feet to a 1/2" capped iron rod found for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,025.00 feet, a central angle of 06 deg. 05 min. 59 sec., and being subtended by a chord which bears South 77 deg. 12 min. 47 sec. East - 109.07 feet;

Continue in an easterly direction along said curve to the right, a distance of 109.12 feet to a 1/2" capped iron rod found;

South 74 deg. 09 min. 47 sec. East tangent to said curve, a distance of 111.24 feet to a 1/2" capped iron rod found;

North 61 deg. 19 min. 41 sec. East, a distance of 14.26 feet to a 1/2" capped iron rod found;

South 74 deg. 09 min. 47 sec. East, a distance of 50.01 feet to a 1/2" capped iron rod found;

South 28 deg. 39 min. 27 sec. East, a distance of 14.02 feet to a 1/2" capped iron rod found;

South 74 deg. 09 min. 47 sec. East, a distance of 220.03 feet to a 1/2" capped iron rod found;

North 61 deg. 25 min. 32 sec. East, a distance of 14.29 feet to a 1/2" capped iron rod found;

South 74 deg. 09 min. 46 sec. East, a distance of 50.01 feet to a 1/2" capped iron rod found;

South 28 deg. 33 min. 13 sec. East, a distance of 13.99 feet to a 1/2" capped iron rod found;

South 74 deg. 09 min. 47 sec. East, a distance of 130.03 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northeast corner of said Timberbrook, Phase 7 and being in the West right-of-way line of said Timberbrook Parkway;

THENCE in a southerly direction along the East line of said Timberbrook, Phase 7 and said West right-of-way line the following four (4) courses;

South 15 deg. 50 min. 13 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 29 deg. 50 min. 43 sec. East, a distance of 14.31 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,260.00 feet, a central angle of 14 deg. 46 min. 55 sec., and being subtended by a chord which bears South 06 deg. 51 min. 16 sec. West - 324.17 feet;

Continue in a southerly direction along said curve to the left, a distance of 325.07 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 00 deg. 32 min. 12 sec. East, a distance of 50.58 feet to the **POINT OF BEGINNING**, containing 600,147 square feet or 13.777 acres of land, more or less.

TIMBERBROOK PID IMPROVEMENT AREA #3 – PHASE 9

All that certain lot, tract, or parcel of land, situated in a portion of the Margaret Garnett Survey, Abstract No. 439, City of Justin, Denton County, Texas, being part of that certain called 299.874 acre tract described in a deed to Bloomfield Homes, L.P. recorded in Document No. 2023-66798 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the most easterly Northeast corner of Timberbrook, Phase 7 recorded in Document No. 2024-233 Plat Records of Denton County, Texas (PRDCT) and being in the West right-of-way line of Timberbrook Parkway (120' right-of-way) as shown on the final plat of Timberbrook, Phase 3B-4A recorded in Document No. 2022-326 (PRDCT);

THENCE departing said West line and continue in a westerly direction along the North line of said Timberbrook, Phase 7 the following fifteen (15) courses;

North 74 deg. 09 min. 47 sec. West, a distance of 130.03 feet to a 1/2" capped iron rod found stamped "GMCIVIL" hereinafter referred to as a 1/2" capped iron rod found unless otherwise noted;

North 28 deg. 33 min. 13 sec. West, a distance of 13.99 feet to a 1/2" capped iron rod found;

North 74 deg. 09 min. 46 sec. West, a distance of 50.01 feet to a 1/2" capped iron rod found;

South 61 deg. 25 min. 32 sec. West, a distance of 14.29 feet to a 1/2" capped iron rod found;

North 74 deg. 09 min. 47 sec. West, a distance of 220.03 feet to a 1/2" capped iron rod found;

North 28 deg. 39 min. 27 sec. West, a distance of 14.02 feet to a 1/2" capped iron rod found;

North 74 deg. 09 min. 47 sec. West, a distance of 50.01 feet to a 1/2" capped iron rod found;

South 61 deg. 19 min. 41 sec. West, a distance of 14.26 feet to a 1/2" capped iron rod found;

North 74 deg. 09 min. 47 sec. West, a distance of 111.24 feet to a 1/2" capped iron rod found for a Point of Curvature of a circular curve to the left, having a radius of 1,025.00 feet, a central angle of 06 deg. 05 min. 59 sec., and being subtended by a chord which bears North 77 deg. 12 min. 47 sec. West - 109.07 feet;

Continue in a westerly direction along said curve to the left, a distance of 109.12 feet to a 1/2" capped iron rod found;

North 32 deg. 01 min. 13 sec. West non-tangent to said curve, a distance of 13.25 feet to a 1/2" capped iron rod, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,990.00 feet, a central angle of 03 deg. 18 min. 37 sec., and being subtended by a chord which bears North 18 deg. 18 min. 02 sec. East - 114.95 feet;

Continue in a northerly direction along said curve to the right, a distance of 114.97 feet to a 1/2" capped iron rod found;

North 85 deg. 06 min. 29 sec. West non-tangent to said curve, a distance of 158.82 feet to a 1/2" capped iron rod found;

North 89 deg. 06 min. 31 sec. West, a distance of 52.76 feet to a 1/2" capped iron rod found;

South 89 deg. 34 min. 17 sec. West, a distance of 155.33 feet to a 1/2" capped iron rod found for the most northerly Northwest corner of said Timberbrook, Phase 7;

THENCE North 00 deg. 25 min. 43 sec. West, a distance of 1,235.00 feet to a 1/2" capped iron rod set stamped "GMCIVIL", hereinafter referred to as a 1/2" capped iron rod set;

THENCE North 89 deg. 34 min. 17 sec. East, a distance of 105.72 feet to a 1/2" capped iron rod set;

THENCE South 71 deg. 49 min. 47 sec. East, a distance of 33.17 feet to a 1/2" capped iron rod set;

THENCE South 69 deg. 53 min. 34 sec. East, a distance of 66.56 feet to a 1/2" capped iron rod set;

THENCE South 58 deg. 08 min. 17 sec. East, a distance of 66.56 feet to a 1/2" capped iron rod set;

THENCE South 50 deg. 54 min. 33 sec. East, a distance of 15.33 feet to a 1/2" capped iron rod set;

THENCE South 53 deg. 24 min. 08 sec. East, a distance of 73.75 feet to a 1/2" capped iron rod set;

THENCE South 61 deg. 45 min. 10 sec. East, a distance of 86.43 feet to a 1/2" capped iron rod set;

THENCE South 70 deg. 45 min. 57 sec. East, a distance of 86.43 feet to a 1/2" capped iron rod set;

THENCE South 80 deg. 25 min. 20 sec. East, a distance of 98.74 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 55 min. 16 sec. East, a distance of 86.43 feet to a 1/2" capped iron rod set;

THENCE North 80 deg. 54 min. 33 sec. East, a distance of 86.43 feet to a 1/2" capped iron rod set;

THENCE North 76 deg. 16 min. 28 sec. East, a distance of 492.19 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 825.00 feet, a central angle of 03 deg. 32 min. 05 sec., and being subtended by a chord which bears North 08 deg. 08 min. 20 sec. West - 50.89 feet;

THENCE in a northerly direction along said curve to the left, a distance of 50.90 feet to a 1/2" capped iron rod set;

THENCE North 80 deg. 05 min. 38 sec. East non-tangent to said curve, a distance of 163.56 feet to a 1/2" capped iron rod set in the East line of said 299.874 acre

tract and the West right-of-way line of said Timberbrook Parkway (120' right-of-way);

THENCE continue in a southwesterly direction along said East line and West right-of-way line the following nine (9) courses;

South 00 deg. 24 min. 25 sec. East, a distance of 541.98 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for a Point of Curvature of a circular curve to the right, having a radius of 1,140.00 feet, a central angle of 05 deg. 30 min. 03 sec., and being subtended by a chord which bears South 02 deg. 20 min. 37 sec. West - 109.41 feet;

Continue in a southerly direction along said curve to the right, a distance of 109.45 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 50 deg. 46 min. 05 sec. West non-tangent to said curve, a distance of 14.04 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 06 deg. 51 min. 12 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 37 deg. 43 min. 26 sec. East, a distance of 13.87 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,140.00 feet, a central angle of 17 deg. 36 min. 54 sec., and being subtended by a chord which bears South 17 deg. 25 min. 12 sec. West - 349.10 feet;

Continue in a southerly direction along said curve to the right, a distance of 350.48 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 26 deg. 13 min. 39 sec. West tangent to said curve, a distance of 355.27 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for a Point of Curvature of a circular curve to the left, having a radius of 1,260.00 feet, a central angle of 08 deg. 47 min. 56 sec., and being subtended by a chord which bears South 21 deg. 49 min. 41 sec. West - 193.31 feet;

Continue in a southerly direction along said curve to the left, a distance of 193.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL";

South 61 deg. 31 min. 09 sec. West non-tangent to said curve, a distance of 14.31 feet to the **POINT OF BEGINNING**, containing 1,680,429 square feet or 38.577 acres of land, more or less.

ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions and limiting conditions:

1) The value assumes of responsible ownership and competent management. The subject property is assumed to be free and clear of all liens, except as may be otherwise described herein. No responsibility is assumed by the appraiser for matters legal in character, nor is any opinion on the title rendered, which is assumed to be good and marketable.

2) The information contained herein has been gathered from sources deemed to be reliable, but the appraiser assumes no responsibility for its accuracy. Correctness of estimates, opinions, dimensions, sketches, and other exhibits that have been furnished and have been used in this report are not guaranteed.

3) The value rendered herein is based on preliminary analyses of the subject and market area. The market value is expressed in terms of the current purchasing power of the dollar.

4) Any leases, agreements or other written or verbal representations and/or communications and information received by the appraiser have been reasonably relied upon in good faith but have not been analyzed for their legal implications. We urge and caution the user of this report to obtain legal counsel of his/her own choice to review the legal and factual matters, and to verify and analyze the underlying facts and merits of any investment decision in a reasonably prudent manner.

5) Appraisers assume no responsibility for any hidden agreements known as "side reports", which may or may not exist relative to this property, which have not been made known to us, unless specifically acknowledged within this report.

6) This report is to be used in whole, and not in part. Any separate valuation for land and improvements shall not be used in conjunction with any other valuation and is invalid if so used. Possession of this report or any copy thereof does not carry with it the right of publication nor may the same be used for any purpose by anyone but the client without the previous written consent of the appraiser, and in any event, only in its entirety.

7) The appraiser, by reason of this report, is not required to give testimony in court with reference to the property unless notice and proper arrangements have been previously made, therefore.

8) Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without prior written consent and approval of the author.

9) No subsoil data or analysis based on engineering core borings or other tests were furnished to us. We have assumed that there are no subsoil defects present that would impair development of the land to its maximum permitted use or would render it more or less valuable. No responsibility is assumed for engineering, which might be required to discover such factors.

10) Any construction and physical condition of the improvements described herein are based on the building construction plans and specifications and construction budgets if provided. No liability is assumed by the appraiser for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition or adequacy of mechanical equipment, plumbing or electrical components. No

responsibility is assumed for engineering, which might be required to discover such factors. We urge the user of this report to retain an expert in this field as this is any considered "to-be-built" improvements.

11) Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present in or on the property, or other environmental conditions were not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser site visit. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances as asbestos, urea formaldehyde, foam insulation or other hazardous substance or environmental conditions may affect the value of the property, the value is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto as to cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to detect or discover them. We urge the user of this report to retain an expert in the field of environmental impacts on real estate if so desired.

12) We have made no survey of the property and assume no responsibility in connected with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

13) We accept no responsibility for issues requiring expertise in other fields. Such factors include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic items such as soils and seismic stability; civil, mechanical, electrical, structural, and other engineering and environmental matters. Such issues may also include determinations of compliance with zoning and other federal, state, and local laws, regulations, and codes.

14) The projections of income, expenses, terminal values, or future sales prices are not predictions of the future; rather, they are the best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly changing. It is not the task of the appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future, and upon what assumptions of the future investment decisions are based.

15) The client or user of this report agrees to notify the appraiser of any error, omission or inaccurate data contained in the report within 15 days of receipt and return the report and all copies thereof to the appraiser for correction prior to any use.

16) The acceptance of this report, and its subsequent use by the client or any other party in any manner whatsoever for any purpose, is acknowledgment by the user that the report has been read and understood, and specifically agrees that the data and analyses, to their knowledge, are correct and acceptable.

17) We have assumed no extreme fluctuations in the economic cycles will occur over the dates analyzed herein.

18) The appraisal report and value conclusions assume the satisfactory development proceeds in a workmanlike manner.

19) The conclusions in this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, existing trends, interviews with parties knowledgeable and experienced in the market, data obtained from public records, and research conducted by third parties. Such data is not always completely reliable. The appraisers are not responsible for these and other future occurrences that could not have reasonably been foreseen on the Effective Date of this assignment. In addition, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we hold the opinion that our finding is reasonable based on current market conditions, we do not represent that these estimates will be achieved, as they are forecasts and subject to risk and uncertainty. Additionally, we assume competent and effective management and market for the duration of the projected holding period of this property.

20) Prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to risk and uncertainty. Many events could occur that may substantially alter the outcome of our estimates such as changes in the economy, interest rates, capitalization rates, the behavior of consumers, investors, and lenders, and changes in title or conveyances of easements and deed restrictions. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar to the future.

21) This assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan. However, it is based on a hypothetical assumption that access to the south tract is achievable in accordance with all applicable regulations, and any building is to be constructed according to the approved plans and specifications provided by a licensed general contractor.

22) The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more requirements of the act. If so, this fact could have a negative impact upon the value of the property. However, since we have no direct evidence relating to the issue of compliance, we did not consider possible noncompliance with requirements of ADA in forming an opinion of the value of the property.

23) In addition to the preceding assumptions and limiting conditions, this appraisal is subject to the following extraordinary assumptions and/or hypothetical conditions:

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following **Extraordinary Assumptions** that may affect the assignment results. An Extraordinary Assumption is uncertain information accepted as fact. If the assumption is found to be false as of the Effective Dates of the appraisal, we reserve the right to modify our value conclusions. Extraordinary Assumptions are used in this assignment because the improved residential lots to be delivered by the date utilized in this report are currently incomplete for Phase 9 of the Timberbrook PID No. 1 as of the report date.

- Our opinions of prospective market value at completion assumes that the proposed improvements are completed in accordance with plans and specifications provided by GM Civil Engineering & Surveying, the Professional Engineers, as of May 23, 2025, for 169 improved residential lots in Timberbrook PID No. 1.
- All information relative to the property located within Timberbrook PID No. 1 including land areas, lot totals, lot sizes, and other pertinent data that was provided by Bloomfield Homes LP (the "Developer"), GM Civil Engineering & Surveying (Professional Engineers and Surveyors), the City of Justin, Denton County, and the Denton Central Appraisal District is assumed to be correct.
- The subject is proposed residential lots construction with an expected retrospective completion date of June 1, 2025 for Phase 7 and an expected prospective completion date of January 1, 2027 for Phase 9 of Timberbrook PID No. 1; therefore, this report contains a retrospective and a prospective opinion of value. Considering this, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable global events that alter market conditions prior to the prospective Effective Date.

The use of these Extraordinary Assumptions has affected assignment results.

In addition to the Extraordinary Assumptions, the value conclusions are based on the following **Hypothetical Conditions** that may affect the assignment results. A Hypothetical Condition is a condition contrary to known fact on the Effective Date of the appraisal but is supposed for the purpose of analysis.

No Hypothetical Conditions are used in this report.

ENVIRONMENTAL ASSUMPTIONS

This report is subject to the following environmental assumptions:

1) There is a safe, lead-free, adequate supply of drinking water.

2) The subject property is free of soil contamination.

3) There is no uncontained friable asbestos or other hazardous asbestos material on the property. The appraiser is not qualified to detect such substances.

4) There are no uncontained PCB's on or near the property.

5) The radon level is at or below EPA recommended levels.

6) Any functioning underground storage tanks (UST's) are not leaking and are properly registered; any abandoned UST's are free from contamination and were properly drained, filled, and sealed.

7) There are no hazardous waste sites on or near the subject property that negatively affect the value and/or safety of the property.

8) There is no significant urea formaldehyde (UFFI) insulation or other urea formaldehyde material on the property.

9) There is no flaking or peeling of lead-based paint on the property.

10) The property is free of air pollution.

11) There are no wetlands/flood plains on the subject property (unless otherwise stated in the report).

12) There are no other miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site (excess noise, radiation, light pollution, magnetic radiation, acid mine drainage, agricultural pollution, waste heat, miscellaneous chemical, infectious medical wastes, pesticides, herbicides, and the like).

DEFINITIONS

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

Leased Fee Interest
The ownership interest held by the lessor includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest
The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Market Rent
The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Market Value
Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;
(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
(3) A reasonable time is allowed for exposure in the open market;
(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The value conclusions expressed within this report are in terms of cash ($US).

Extraordinary assumptions are assignment-specific assumptions as of the Effective Date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical condition a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the Effective Date of the assignment results but is used for the purpose of analysis.

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a valued opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Prospective Market Value "As Completed" and "As Stabilized"
A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an Effective Date that is subsequent to the date of the Appraisal Report. Prospective value opinions are intended to reflect the current expectations and perceptions of market participants, based on available data. Two prospective value opinions may be required to reflect the time frame during which development, construction, and occupancy will occur. The prospective market value—as completed - reflects the property's market value as of the time that development is expected to be completed. The prospective market value - as stabilized - reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (See USPAP Statement 4* and Advisory Opinion 17.) (Interagency Appraisal and Evaluation Guidelines)

Retrospective Value Opinion
A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a valuable opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."

Neighborhood
(1) A group of complementary land users; a congruous grouping of inhabitants, buildings, or business enterprises.
(2) A developed residential super pad within a master-planned community usually has a distinguishing name and entrance.

Depreciation

1. In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the Effective Date of the appraisal and the market value of the improvement on the same date.
2. In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques.

The three major types of accrued depreciation are:

Physical Deterioration
Physical deterioration is loss in value from actual physical causes and measured either as curable or incurable. The curable items are measured by the actual cost to replace or repair the component parts. The incurable portion is estimated by virtue of an observed condition or ascertaining the used portion by the best estimate of the appraiser. Curable physical deterioration, also referred to as deferred maintenance, is caused by normal wear and tear that should be corrected immediately or is necessary to keep rents at market levels. The cost of curing the condition and bringing the property to a satisfactory and functioning condition is generally the measure of deferred maintenance.

Functional Obsolescence
Functional obsolescence is loss in value from conditions existing within the property which make the property inadequate or less desirable to the typical prudent purchaser. It, too, may be curable or incurable. Incurable obsolescence is normally measured by the loss in income which may accrue to the property by reason thereof.

External Obsolescence
According to the Dictionary of Real Estate Appraisal, Sixth Edition, external obsolescence is "*A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent."*

Paper Lot
Consists of a portion of land with the necessary legal (zoning and platting) and engineering entitlements (site plan approvals) in place but lacking the necessary direct improvements (such as earthwork, erosion control, drainage, retaining walls, and landscaping in addition to lacking direct access from a paved street and utilities) to develop a lot with a residence. The paper lots have access to utilities stubbed nearby and have a status between raw ground and a fully developed lot upon which home construction can begin.

Definition Sources:

- Office of the Comptroller of the Currency (12 CFR Part 34)
- Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Sixth Edition, copyright 2015.
- The Appraisal Foundation: USPAP (Uniform Standards of Professional Appraisal Practice) 2018-2019 edition

JAMES L. MAIBACH, CPM - STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

EDUCATION:
Graduate North Quincy High School, Quincy, Massachusetts, 1976
Bachelor of Science in Business Administration (with Honors)
Northeastern University, Boston Massachusetts, 1981
Major: Accounting Minor: Marketing

TECHNICAL TRAINING:
Institute of Real Estate Management Courses:
#303 - Leasing and Management of Shopping Center and Retail Space
#400 - Managing Real Estate as an Investment
#500 - Problem-Solving & Decision-Making for the Property Manager
#800 - Ethics in Real Estate Management
University of Texas at Arlington: Real Estate Courses:
RE 001 Real Estate Finance; RE 004 Real Estate Mathematics;
RE 101 Principles of Real Estate; RE 301 Texas Real Estate Law: Contracts;
RE 501 Texas Real Estate Law; RE 701 Property Management
East Texas Baptist University:
Uniform Standards of Professional Appraisers and Code of Ethics. The Appraisal Foundation:
USPAP Update
Texas Association of Property Tax Professionals, Inc.:
Principles of Property Tax Consulting; A Survey of Texas Property Tax Law
Other: USPAP-97 Instructor's Workshop, USPAP Instructor 1997
TREC Licensed Instructor – Commercial Investment Course, CEI 1998
Continuing Education Institute:
Deceptive Trade Practices Act; Let's Talk-Not Fight; Property Taxes: Rights, Remedies and Responsibilities; USPAP Update
Institute for Real Estate Professionals, Inc.
Preparing & Presenting an Ethical Ad Valorem Property Tax Valuation; Texas Property Tax Law 2007
Texas Association of Realtors:
Tarrant County Appraisal Review Board Member (1991-1992)

PROFESSIONAL AFFILIATIONS:
Texas Appraiser Licensing and Certification Board - State Certified General Real Estate Appraiser No. TX-1323658-G since 1992
Institute of Real Estate Management (IREM)- Certified Property Manager, CPM Designation No. 14942 since 1993
Texas Real Estate Broker's License, No. 375882 since 1989
Texas Dept. of Licensing & Regulations - Licensed Property Tax Consultant, License #1360 since inception
Texas Property Tax Arbitrator #32020394139 since 2006
Tarrant Appraisal Review Board Member 1991-1992 Appointment
City of Arlington - Planning and Zoning – Commissioner1997-2003 (Appointed by Mayor and City Council)
American Planning Association – Member 1997 to 2003
Greater Arlington Chamber of Commerce - Board of Directors 1995 to 2001 – Reappointed 2003 to 2006 – Reappointed 2008 to 2014 – Chairman of the Board 2022, now servicing as Chairman of the Chamber Foundation Board
City of Arlington Parks & Recreation – Board of Directors, Appointed 2003 to 2007
Levitt Pavilion – Board of Directors since 2014

EXPERIENCE:
Active field appraiser, property manager, developer, broker, and tax consultant of all types of real property since June,1986. Appeared in Texas State Court as an expert witness on real estate values on numerous occasions (1990s, 2000s, 2020s). A property manager and developer for nineteen years at Peyco Properties, Inc. and twenty-one years through Peyco Southwest Realty, Inc. (formerly Southwest Real Estate Services, Inc.), involved in real estate development, leasing, management, rent analysis and consulting services through the DFW metroplex and Colorado. President and founder of Peyco Southwest Realty, Inc. (Southwest Real Estate Services, Inc.), a full-service brokerage company, real estate appraisal, and ad valorem property tax representation firm.

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **James Lawrence Maibach**

License #: **TX 1323658 G** License Expires: **09/30/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

LESLIE TOLLIVER - STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

EDUCATION:
MBA – Masters in Business Administration – *University of Phoenix* (3.95 GPA)
Bachelor of Science in Business Administration - *University of Phoenix*
Graduate *Owings Mills High School*, Owings Mills, Maryland, 1988

TECHNICAL TRAINING:
Appraisal Institute, Associate Member – 300+ hours of qualifying and continuing education
University of Texas in Arlington – 180 hours of qualifying education for the Texas Real Estate License
Southern Methodist University – qualifying education for the Texas Comptroller Arbitrator registry

PROFESSIONAL AFFILIATIONS:
Texas Appraiser Licensing and Certification Board – State Certified General Appraiser No. TX-1381494
Texas Appraiser Licensing and Certification Board – State Certified Residential Appraiser No. TX-1361274
Texas Real Estate Commission – Real Estate Broker License, No. 0468343

EXPERIENCE:

- 8 Years' experience as a fee appraiser for residential and commercial properties for *Peyco Southwest Realty, Aloft Appraisals*, and *G.S. Zachary Company*
    - Residential appraisals – area of expertise is in north Texas region; FHA certified
    - Commercial appraisals - throughout the states of Texas and Oklahoma
- 25 Years' experience as a residential and commercial real estate broker for multiple firms
    - *Savage Realty Investments* – Founding President
        - Negotiated contracts for clients in over $50 million dollars of real estate transactions
        - Managed and trained over 25 Real Estate Agents
    - *Fathom Realty* – Broker Team Leader
        - Trained and mentored Real Estate Agents and assisted them with contracts and client transactions
- 25 Years' experience as a Property Tax Consultant
    - Valued properties, prepared cases, and appeared before Appraisal Review Boards to dispute the tax valuations of residential, commercial, and business personal property throughout the nation. Major clientele base included national accounts such as: Sonic restaurants, Church's Chicken restaurants, and Chuck-E-Cheese restaurants
- 9 Years' experience as a Real Estate Arbitrator on the *Texas Comptroller* registry
    - Act as an Arbitrator for real estate cases involving property tax disputes on residential, commercial, and business personal property taxes throughout Texas
    - Made binding valuation determinations for the disputed properties
- 16 Years' experience as a Real Estate Instructor at the *University of Texas in Arlington*
    - Adjunct instructor, teaching real estate classes to students pursuing a Real Estate Agent license in Texas
- 6 Years' experience as a Real Estate Arbitrator Instructor at the *University of Texas in Arlington*
    - Adjunct instructor, teaching continuing education classes to existing Arbitrators on the Texas Comptroller's registry
    - Trained and mentored many Arbitrators
- 3 Year's expectancy as a Real Estate Acquisition and Valuation Analyst for multiple firms
    - *KeyGlee* – Provided valuation of residential real estate for wholesaling to real estate investors
    - *Hyperion Homes* – Provided valuation of residential real estate for rent-to-own clients

TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Leslie Elizabeth Tolliver**
License #: **TX 1381494 G** License Expires: **09/30/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

BROOKE CLOCK – LICENSED RESIDENTIAL APPRAISER

TECHNICAL TRAINING:
McKissock Learning Appraisal Courses:

- Advanced Residential Applications and Case Studies
- Residential Report Writing and Case Studies
- Statistics, Modeling and Finance
- Appraisal Subject Matter Electives
- Residential Appraiser Site Valuation and Cost Approach
- Residential Market Analysis and Highest and Best Use
- Residential Sales Comparison and Income Approaches
- Basic Appraisal Procedures
- 2020-2021 National USPAP Course
- Short Sales and Foreclosures
- Fair Housing
- Characteristics of Real Estate Title Insurance

APPRAISAL EXPERIENCE:
April 2024 – Present
Licensed Residential Appraiser with Peyco Southwest Realty, Arlington, TX

- Written Reports on Commercial Industrial, Commercial Office, Vacant Land
- Property Tax Consultant (#13083)
- Business Personal Property
- April 2023-April 2024

Licensed Residential Appraiser with RSDS Appraisal Diversity, Irving, TX

- Residential Real Estate Appraisals – area of expertise in the North Texas Region

March 2022-February 2023
Real Estate Appraiser Trainee with Aloft Appraisal

- Residential Real Estate Appraisals – area of expertise in the North Texas Region

April 2021-February2022
Real Estate Appraiser Trainee with ASI, Inc.

- Residential Real Estate Appraisals – area of expertise in the North Texas Region

January 2009 – August 2021
Licensed Real Estate Agent with Elite Real Estate

- Real Estate Agent with a focus on lead generation, appointment setting, and follow-up. Concentrating on client's needs and providing solutions to assist in closing transactions. Proficient at negotiating deals, listing properties, and finding buyers
- Develop Broker Price Opinions for lenders in real estate transactions

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TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Licensed Residential Real Estate Appraiser

Appraiser: **Brooke Marie Clock**

License #: **TX 1350743 L**

License Expires: **03/31/2027**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Licensed Residential Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Executive Director

BRANDON LAWSON – APPRAISER TRAINEE

EDUCATION:
Bachelor of Arts - Communication, 2021 - University of Arkansas (3.97 GPA)
Master of Arts - Communication, 2023 - University of Arkansas (4.0 GPA)
Graduate *Arlington Martin High School*, Arlington, Texas, 2017

TECHNICAL TRAINING:
- *McKissock* – 79 hours of qualifying education for the Appraiser Trainee license
- 2024-2025 15 Hour National USPAP Course (QE) – 15 hours
- General Appraiser Sales Comparison Approach – 30 hours
- Business Practices and Ethics – 6 hours
- The Discounted Cash Flow Model: Concepts, Issues, and Apps. – 5 hours
- Artificial Intelligence, Blockchain, and the Metaverse: Implications for Valuation – 7 hours
- Subdivision Valuation – 7 hours
- *Champions School of Real Estate* - 180 hours of qualifying education for the Texas Real Estate License
- Real Estate Brokerage – 30 hours

PROFESIONAL AFFILIATIONS:
Texas Appraiser Licensing and Certification Board – Appraisal Trainee No. TX-1343865
Texas Real Estate Commission – Real Estate Sales Agent License, No. 818543
Associate Member, Appraisal Institute – since 2023

APPRAISER EXPERIENCE
July 2023-Present
Appraiser Trainee with *Peyco Southwest Realty*, Arlington TX
- Commercial Appraisals – throughout that state of Texas

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Appraiser Trainee

Trainee: **Brandon L Lawson**

Authorization #: **TX 1343865 Trainee** Expires: **11/30/2025**

Review the list of the above Trainee's Supervisors on the License Holder Search at www.talcb.texas.gov.

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Appraiser Trainee

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

CITY OF JUSTIN, TEXAS • SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #3 PROJECT)

JUSTIN
1887

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