



**Monday, November 14, 2022
City Council Meeting**

**Council Chambers
3815 Sachse Road, Building B
6:30 p.m.**

The City of Sachse reserves the right to reconvene, recess or realign the meeting, called Executive Session, or order of business at any time prior to adjournment.

As authorized by Section 551.071(2) of the Texas Government Code, these meetings may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

A. Meeting Opening

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, November 14, 2022, at 6:30 p.m. to consider the following items of business:
2. Invocation and Pledges of Allegiance.

B. Special Announcements

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.

C. Public Comment

1. Public Comment: The public is invited at this time to address the Council. Please come to the microphone and state your name and address for the record. However, if your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor will solicit your comments. The time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take comments under advisement. Issues raised may be referred to City staff for research and possible future action.

D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.

1. Approve the October 17, 2022, meeting minutes.
2. Approve the November 1, 2022, special meeting minutes.
3. Accept the monthly revenue and expenditure report for the period ending September 30, 2022.
4. Approve a resolution adopting the City of Sachse, Sachse Economic Development Corporation, Sachse Municipal Development District, Tax Increment Financing Reinvestment Zone Number One, Tax Increment Financing Reinvestment Zone Number Two, and Tax Increment Reinvestment Zone Number Three Investment Policy ("Sachse Investment Policy").
5. Adopt a resolution accepting and approving the Collin County 2022 Tax Roll.
6. Approve a resolution consolidating cooperative purchase agreements for the City of Sachse.
7. Authorize the City Manager to execute a contract amendment for live-streaming services with Swagit Productions, LLC. in the amount of Ninety-Nine Thousand, Six Hundred Thirty and No/100 Dollars (\$99,630).

8. Authorize the City Manager to execute a professional services contract for audio-visual upgrades for the Laurie Schwenk Multipurpose Room between the City of Sachse and Visionality in the amount of Eighty-Two Thousand, Three Hundred Fifty-Six and 20/100 Dollars (82,356.20).

9. Authorize the City Manager to execute a professional services contract between the City of Sachse and Visionality for audio-visual upgrades in the Library meeting room in the amount of Sixty-Five Thousand, One Hundred Thirteen and 90/100 Dollars (\$65,113.90).

10. Authorize the purchase of two (2) 2023 Chevrolet 1500 Silverado Pickup Trucks from Caldwell Country through the BuyBoard cooperative purchasing program not to exceed the budgeted funds of Eighty-One Thousand, Six Hundred Eighty-One and 50/100 Dollars (\$81,681.50) for the City of Sachse Public Works Department.

11. Authorize the purchase of two (2) 2023 Chevrolet Tahoe Police Pursuit Vehicles 2WD from Lake Country Chevrolet through the TIPS USA Collective Purchasing Contract #210907, in the amount of Seventy-Eight Thousand, One Hundred Seventy-Six and No/100 Dollars (\$78,176.00) for the City of Sachse Police Department.

12. Authorize the purchase of two (2) 2023 Ford Interceptor SUVs AWD (Explorer) from Sam Pack's Five Star Ford through the Tarrant County Collective Purchasing Contract #2019-014, in the amount of Eighty-Four Thousand, Two Hundred Eighty-Seven and 26/100 Dollars (\$84,287.26) for the City of Sachse Police Department.

E. Regular Agenda Items

1. Consider an ordinance canvassing the returns and declaring the results of the Special Charter Amendment Election held in the City of Sachse on November 8, 2022.

2. Conduct a public hearing to consider and act on a request for a Special Use Permit for VS Express Auto, an automobile sales use, located at 6610 Industrial Drive, within Sachse city limits.

3. Discuss and consider a drawdown plan for the City of Sachse's unreserved fund balance.

4. Discuss future Long Range CIP projects.

5. Consider authorizing the City Manager to negotiate and enter into a contract in the amount not to exceed Six Hundred Seventy Thousand and No/100 Dollars (\$670,000.00) with Reynolds Asphalt and Construction Co. for Williford Road, Blackburn/Ingram Road, and Ben Davis Road asphalt street repairs.

6. Consider authorizing the City Manager to negotiate and execute a Fourth Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station, as approved to final form by the City Attorney.

7. Conduct a public hearing to receive public input on a proposed ordinance amending Ordinance No. 3898, establishing Tax Increment Financing Reinvestment Zone Number Two of the City of Sachse, Texas, as amended, increasing the percentage of the City's tax increment contribution to the tax increment fund and take appropriate action.

8. Conduct a public hearing and consider the adoption of an ordinance accepting and approving an amended and restated service and assessment plan and assessment rolls for the Sachse Public Improvement District No. 1, levying special assessments against certain property in Improvement Area #2 and Improvement Area #3 of the District and making certain findings and determinations relating to the District.

9. Consider the adoption of an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)" and approving various documents related to such bonds.

10. Consider the adoption of an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)" and approving various documents related to such bonds.

11. Consider a resolution accepting and approving a preliminary 2022 O&M annual service plan update for the Sachse Public Improvement District No. 1 at The Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, December 5, 2022, regarding the levy of assessments against property within the District that is specially benefited by authorized services being financed.

F. Regular Agenda Items/Meeting Closing

1. Adjournment.

I, the undersigned authority, do hereby certify that this notice of meeting was posted in accordance with the regulations of the Texas Open Meetings Act and was posted on the bulletin board, an accessible location at Sachse City Hall.


Leah K Granger, City Secretary

Posted: 11/11/2022 by 5pm Removed: _____

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Amanda Chi, ADA Coordinator, via phone at 975.429.4770, via email at achi@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	1. Approve the October 17, 2022, meeting minutes.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the October 17, 2022, meeting minutes.
Minutes	View Minutes for Oct 17, 2022 - City Council Meeting

Public Content

BACKGROUND

Minutes from the October 17, 2022, Council meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the October 17, 2022, meeting minutes.

[10.17.22 City Council Minutes.pdf \(206 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

**CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
OCTOBER 17, 2022**

The City Council of the City of Sachse held a regular meeting on Monday, October 17, 2022, at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road. Those present were Mayor Jeff Bickerstaff; Mayor Pro Tem Brett Franks; Councilmembers Frank Millsap, Chance Lindsey, Lindsay Buhler, and Matt Prestenberg; City Manager, Gina Nash; City Secretary, Leah Granger; Assistant City Manager, Lauren Rose; Finance Director, David Baldwin; Assistant Finance Director Ryan Bredehoeft; Director of CIP and Public Works, Corey Nesbit; Leisure Services Director, Lance Whitworth; Fire Chief, Marty Wade; Deputy Fire Chief, Lee Richardson; Police Lieutenant, Steven Doerr; Assistant to the City Manager, Amanda Chi; IT Manager, Mike Pastor; Neighborhood Services Manager, Ray Mendez; and Senior Neighborhood Services Specialist, Sam Hernandez.

Mayor Bickerstaff called the meeting to order at 6:30 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS:

Mayor Pro Tem Franks offered the invocation and Councilmember Buhler led the pledges.

SPECIAL ANNOUNCEMENTS:

Mayor and City Council announcements regarding special events, current activities, and local achievements.

Mayor Pro Tem Franks noted the Pumpkin Prowl was a great success with roughly 3,000 people in attendance. He commended all involved who put the event on, especially the Parks and Recreation Department that is currently understaffed. Mayor Bickerstaff echoed praises adding that they set the bar higher each year.

Councilmember Howarth arrived at 6:33 p.m.

Mayor Bickerstaff's announcements:

- October is National Adopt a Shelter-Dog Month. The Sachse Animal Shelter is open and ready for residents to come find their furr-ever pet.
- Early voting for the Charter Amendment Election and mid-term races begins October 24 and runs through November 4. Election Day is November 8. Dallas County residents may vote in the City Hall Courtroom or any Dallas County vote center. Collin County residents may vote in the Michael J. Felix Community Center Reservation Rooms or any Collin County vote center. Times relevant to both counties are on the City website.
- The Police and Fire Departments are hosting a trick or treat event at the Public Safety Building on Halloween evening from 6 – 8 p.m. This is a walk-up event and parents will be able to take pictures with their trick or treaters in front of the Halloween displays.

Proclamation recognizing Pleasant Valley United Methodist Church's 160th Anniversary and service to the community.

Mayor Bickerstaff presented a proclamation to leadership of Pleasant Valley United Methodist Church in recognition of their 160th anniversary.

Proclamation declaring October as National Code Compliance Month.

The Neighborhood Services Department received a proclamation from Mayor Bickerstaff in recognition of their code enforcement efforts in support of the community.

PUBLIC COMMENT:

Matthew Holboke, 1155 Oak Ridge Circle, regarding the Capital Improvement Project list that was presented during the budget.

CONSENT AGENDA: All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a councilmember or citizen so requests.

- 1. Approve the minutes of the September 14, 2022, special meeting.**
- 2. Approve the September 19, 2022, meeting minutes.**
- 3. Approve the September 29, 2022, special meeting minutes.**
- 4. Cancel the November 21, December 19, 2022, and January 2, 2023, Council meetings and move the November 7 meeting to November 14, 2022, and the January 16 meeting to January 17, 2023.**
- 5. Accept the monthly revenue and expenditure report for the period ending August 31, 2022.**
- 6. Approve a resolution denying Oncor Electric Delivery Company LLC's application to change rates within the city and finding that the City's reasonable rate case expenses shall be reimbursed by the company.**
- 7. Authorize the City Manager to execute and award the bid for the construction of the Hudson Drive Extension, R-21-02, project to McMahon Contracting, LP in an amount not to exceed One Million, Nine Hundred Twenty-Eight Thousand, Five Hundred Twenty-Seven and No/100 Dollars (\$1,928,527.00).**
- 8. Approve the Consent Agenda Items as presented.**

A resident requested that Item #7 be removed from the Consent Agenda for discussion. Councilmember Prestenberg made a motion to approve the Consent Agenda as presented minus Item #7. Councilmember Howarth seconded the motion, and it carried unanimously.

- 7. Authorize the City Manager to execute and award the bid for the construction of the Hudson Drive Extension, R-21-02, project to McMahon Contracting, LP in an amount not to exceed One Million, Nine Hundred Twenty-Eight Thousand, Five Hundred Twenty-Seven and No/100 Dollars (\$1,928,527.00).**

Matthew Holboke, 5511 Oak Ridge Circle, noted the original Heritage Park project description included a parking lot and now it is being bid with the Hudson Drive Extension project; he wanted to know why.

Councilmember Millsap asked why the Municipal Development District (MDD) was not helping to pay for the parking lot. Ms. Nash clarified that the parking lot for Heritage Park was originally included in that project design but as it developed and the Hudson Drive extension came in under budget, it was more cost effective to include the parking lot in with the street extension. Also, she noted that Council had previously directed staff and the MDD to focus their efforts and budget on J.K. Sachse Park rather than using funds for the Heritage Park parking lot. Councilmember Franks emphasized that the street project was going to affect the parking lot and, therefore, the street project funds should pay for its replacement. Councilmembers Buhler and Lindsey thanked staff for value engineering to keep the project under budget.

Following some discussion, Councilmember Lindsey made a motion to approve the item as presented. Councilmember Buhler seconded the motion and it passed 6-1 with Councilmember Millsap voting no.

REGULAR AGENDA ITEMS:

Conduct a public hearing regarding assessments to be levied against certain assessable property within the Sachse Public Improvement District No. 1.

Mary Petty, the City's Public Improvement District Administrator from P3 Works, explained that this public hearing is the next step in the rest of the improvement area beyond area number one. However, the assessments are not yet ready to be levied, as often happens in these processes. The public hearing needs to be opened and then left open to continue at the next Council meeting. This will allow the public to provide comment prior to the levy assessment.

Mayor Bickerstaff opened the public hearing at 7:01 p.m. As there were no comments from the public, Councilmember Howarth made a motion to continue the item to the November 14, 2022, regular City Council meeting. Mayor Pro Tem Franks seconded the motion and it carried unanimously.

Conduct a public hearing to receive public input on a proposed amendment to Ordinance No. 3898, establishing Tax Increment Financing Reinvestment Zone Number Two of the City of Sachse, Texas, as amended, relating to an increase in the percentage of the City's tax increment contribution to the tax increment fund.

Ms. Petty explained that the Tax Increment Reinvestment Zone (TIRZ) has a common border with the PID and would follow the same process as the previous item. It is important to make sure the documents for the TIRZ match the documents for the PID. Councilmember Millsap questioned the increase as reflective of needing more money. Ms. Petty clarified that the increase is reflective of the agreement with the developer and the decreased tax rate that was approved. In order to maintain the City's contractual obligation, this adjustment needs to be made. It was emphasized that the

developer is capped at a particular dollar amount and once that amount is reached, the agreement would terminate.

Mayor Bickerstaff opened the public hearing at 7:07 p.m. As there were no comments from the public, Mayor Pro Tem Franks made a motion to continue the item to the November 14, 2022, regular City Council meeting. Councilmember Howarth seconded the motion and it carried unanimously.

Consider approving a resolution allowing the submittal of Sachse projects for inclusion into the 2022 Collin County call for city projects.

Ms. Nash noted concern in the community regarding Woodbridge Parkway, particularly from Highway 78 to Cox Elementary, which also coincides with the Collin County line. Staff has been working with Collin County to determine the best project to submit for a 70/30 match with the County to reconstruct that portion of Woodbridge Parkway. This action is not binding the City to that project, but allows staff to submit for the matching funds from the County. If approved, Council would then decide if they wanted to pursue the project formally.

Councilmember Lindsey commented that immediate relief was needed for the roadway and asked if the length of the project would increase by partnering with the County. Ms. Nash noted that Collin County moves quickly and the City has had good luck working with them. The City would know in January and funds would be available in April or May. Councilmember Lindsey asked if any work would be done in the interim. Mr. Nesbit responded that temporary resurfacing may be an option and staff could review that with a contractor. Council asked questions about this project and the fund matching opportunity with Collin County.

Matthew Holboke, 5511 Oak Ridge Circle, asked about increasing ability of the roadway to stand up to increased traffic since capacity cannot be increased. Mr. Nesbit noted that design has not been started and the signal has not yet been considered. The corridor would need to be considered to see if a signal is warranted. Ms. Nash added that Collin County sometimes comes back with bigger picture issues to address and tends to be more flexible with making recommendations.

Councilmember Howarth made a motion to approve the item as presented. Councilmember Prestenberg seconded the motion and it passed unanimously.

Receive a presentation regarding the establishment of a Neighborhood Partnership Program.

Ms. Nash commented that the Neighborhood Services group has put together a proactive neighborhood program rather than relying on reactive code enforcement. Ms. Rose summarized the history of the screening wall issue that has been discussed with Council and the Bond Committee. She noted that the 2017 Comprehensive Plan contemplated a Neighborhood Partnership Program. The program being proposed encompasses a variety of beautification efforts allowing residents to apply for funding from the City if they fit the application criteria. She described the application and scoring process. The issue of deteriorating screening walls remains unaddressed. The proposed program is broad in scope in order to address neighborhoods with or

without a Home Owners Association or other representation. Funding would be modeled after the Vehicle and Equipment Replacement Fund (VERF) program. Ms. Rose proposed the first project recommendation of the Hudson Crossing screening walls and provided details.

Councilmember Lindsey asked about cost sharing with other neighborhoods. Ms. Rose noted that staff would not want to exclude neighborhoods that could not participate in a matching program. He asked about the use of citations to initiate repairs. Ms. Rose expressed reluctance to cite people for a wall they could not afford to fix because the costs associated with appropriate repairs are substantial and could be too burdensome for individual homeowners to take on. After several questions, Councilmember Lindsey said he would prefer to take care of the Hudson Crossing screening wall separately and then work out the details of a neighborhood partnership program.

Councilmembers asked questions regarding the grading process, transparency, standards, etc. Councilmember Millsap prefers to reword the Comprehensive Plan to eliminate neighborhoods without an HOA. He felt there was too much potential for the proposed program to be abused. Ms. Rose noted that the City is moving toward the maintenance phase of its development and stressed the importance of putting a plan into place. Councilmember Howarth commented that the proposed program would be a tool to help the community age gracefully. Mayor Pro Tem Franks underscored the importance of moving forward and not pushing this issue down the road. He noted that his biggest concern is not doing anything, or fixing the problem and putting the onus back on homeowners, and ending up with the same problem later.

Matthew Holboke, 5511 Oak Ridge Circle, spoke regarding building standards and a proactive approach to stop the problem in the first place. Ms. Rose responded that it was a great point and why Neighborhood Services has been working in tandem with Public Works to update standards and bring forward a program that will pioneer a new standard. Mayor Bickerstaff agreed that the Hudson Crossing screening wall needs to be fixed but a comprehensive plan is needed to do it. Ms. Nash followed up saying staff can come back with project specifics for Hudson Crossing and would also hone the details of the partnership program for Council to review.

EXECUTIVE SESSION:

Mayor Bickerstaff adjourned the Council to the Executive Session at 8:27 p.m.

The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087: Deliberation regarding Economic Development Negotiations: Discussion of an Economic Development incentive for PMB Station Developer, LLC, for a project generally located along the President George Bush Turnpike.

The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087: Deliberation regarding Economic Development Negotiations: Discussion of an Economic Development incentive for C&C Sachse, LLC, for a project generally located along State Highway (SH) 78 and Country Club Drive, and for retail or commercial business projects seeking to locate within the City of Sachse.

The Council reconvened to regular session at 9:21 p.m.

REGULAR AGENDA ITEMS / MEETING CLOSING

Take action as a result of executive session: Consider authorizing the City Manager as Executive Director of the EDC to negotiate and execute an economic development agreement on behalf of the City Council with C&C Sachse, LLC. for a project generally located along State Highway 78 and Country Club Drive, and any amendments and instruments related thereto.

Mayor Pro Tem Franks made a motion to approve the item as presented. Councilmember Prestenberg seconded the motion and it passed unanimously.

Mayor Bickerstaff adjourned the meeting at 9:22 p.m.

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	2. Approve the November 1, 2022, special meeting minutes.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the November 1, 2022, special meeting minutes.
Minutes	View Minutes for Nov 1, 2022 - City Council Special Meeting

Public Content

BACKGROUND

Minutes from the November 1, 2022, special meeting minutes.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the November 1, 2022, special meeting minutes.

[11.01.22 City Council Minutes - Special.pdf \(131 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

**CITY COUNCIL OF THE CITY OF SACHSE
SPECIAL MEETING MINUTES
NOVEMBER 1, 2022**

The City Council of the City of Sachse held a Special Council meeting on Tuesday, November 1, 2022, at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road. Those present were Mayor Jeff Bickerstaff; Mayor Pro Tem Brett Franks; Councilmembers Michelle Howarth, Frank Millsap, Chance Lindsey, Lindsay Buhler, and Matt Prestenberg; City Manager, Gina Nash; City Secretary, Leah Granger; Assistant City Manager, Lauren Rose; Human Resource Director, Kristi Wong; Finance Director, David Baldwin; and IT Manager, Mike Pastor.

Mayor Bickerstaff called the special meeting to order at 6:30 p.m.

Invocation and Pledges of Allegiance to the U.S. and Texas Flags.

Councilmember Howarth offered the invocation and Mayor Pro Tem Franks led the pledges.

Public Comment.

There were no comments from the public.

Discuss and consider a resolution authorizing the award of bids for various employee insurance coverage policies to Aetna; Surency; and New York Life; and authorizing the City Manager to execute such agreements for coverage.

Ms. Nash explained to Council that staff is recommending a change in insurance carriers for employees. This is a change that will take time to implement with a short-handed Human Resources Department staff. Andrew Weeger, Senior Account Executive with HUB International, the City's benefits advisor, provided an update on health insurance usage and reminded Council that a significant rate increase from United HealthCare (UHC) was anticipated. The Request for Proposals was released and four responses were received. Through negotiation, UHC came back with a 0.3% decrease. However, after reviewing other responses received in comparison with UHC's proposal, Aetna ultimately provided a 9.2% decrease in plan options below current UHC rates. Therefore, HUB recommends that the City move to Aetna's network. Mr. Weegar outlined a comparison between the plan, explained the additional plan options provided by Aetna, and showed the savings to the City under the proposed Aetna plan.

Councilmember Buhler asked about the difference in budget from what would be needed if Council approved this change. Ms. Nash explained that any health care budget that was not used would go to the Health Insurance Fund to offset costs at a later time or years that may see a premium increase. Council asked questions clarifying details of the plan.

Matthew Holboke, 5511 Oak Ridge Circle, asked for the delta between the budget and current need for Aetna's plan. Mr. Baldwin will review the information to provide that amount.

Councilmember Prestenberg made a motion to accept the item as presented. Mayor Pro Tem Franks seconded the motion and it carried unanimously.

Mayor Bickerstaff adjourned the meeting at 7:14 p.m.

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	3. Accept the monthly revenue and expenditure report for the period ending September 30, 2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending September 30, 2022.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, Sachse Economic Development Corporation, and the Sachse Municipal Development District, as well as a report of the year-to-date sales tax revenue.

POLICY CONSIDERATIONS

The City Charter requires the City Manager to submit a monthly report covering revenues and expenditures of the City in such form as requested by the City Council.

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending September 30, 2022.

[All Funds September 2022.pdf \(117 KB\)](#)

[Sales Tax Report October 2022.pdf \(110 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

City of Sachse
Monthly Revenue and Expenditure Report
September 30, 2022
(Unaudited)

GENERAL FUND

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 13,516,200	\$ 7,866	\$ 13,766,402	101.9%	A
Sales Tax	1,980,000	177,693	2,658,927	134.3%	B
Franchise Fees	1,876,250	84,962	2,061,470	109.9%	C
Licenses and Permits	904,500	214,755	1,826,241	201.9%	D
Service Fees	1,063,500	158,946	1,714,446	161.2%	E
Fines	250,000	25,880	242,066	96.8%	
Interest Income	50,000	9,257	71,741	143.5%	F
Miscellaneous Income	401,718	119,866	463,124	115.3%	
Intergovernmental Revenue	1,408,831	117,398	1,408,829	100.0%	
Total Revenue	\$ 21,450,999	\$ 916,623	\$ 24,213,246	112.9%	
Expenditure Summary					
Animal Services	\$ 241,131	\$ 28,491	\$ 242,275	100.5%	
City Manager	531,986	58,904	523,628	98.4%	
City Secretary	240,862	66,008	216,838	90.0%	
Combined Services	430,805	14,131	378,702	87.9%	
Development Services	838,674	208,585	1,196,956	142.7%	G
Engineering	436,933	32,383	354,764	81.2%	
Facilities Maintenance	681,201	92,125	630,222	92.5%	
Finance	760,828	87,939	715,252	94.0%	
Fire	5,105,049	601,220	5,176,174	101.4%	
Human Resources	499,675	65,118	439,737	88.0%	
Information Technology	789,859	58,862	765,134	96.9%	
Library	566,496	64,151	524,216	92.5%	
Municipal Court	248,682	31,830	226,895	91.2%	
Neighborhood Services	380,111	49,393	402,539	105.9%	
Parks	1,071,570	109,417	1,017,130	94.9%	
Police	5,735,348	656,890	5,717,619	99.7%	
Recreation	399,390	39,394	399,204	100.0%	
Senior Activity Center	147,367	14,022	128,352	87.1%	
Streets	2,397,856	187,678	1,885,689	78.6%	
Total Expenditures	\$ 21,503,823	\$ 2,466,541	\$ 20,941,325	97.4%	
Total Revenue Over/(Under) Expenses	\$ (52,824)	\$ (1,549,918)	\$ 3,271,921		H

Explanation of Major Variances:

- A** Receipts exceed calculated budget
- B** Sales Tax collections exceed conservative budget projection
- C** Gas Franchise Fees leading strong collections (\$387K collected against \$250K budget)
- D** Building Permits are performing in excess of budget. See corresponding note G.
- E** Plan Review, Developer, and Ambulance Service Fee conservative budgeting are primary reason for excess collections
- F** Interest income exceeds conservative budget projection
- G** Inspection fee expenses exceed budget but are offset by associated fee revenue (note D)
- H** Current Month Actual Revenue Over/(Under) Expenses variance due to timing of revenue collections and expenses

City of Sachse
Monthly Revenue and Expenditure Report
September 30, 2022
(Unaudited)

UTILITY FUND

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Water Revenue	\$ 7,921,000	\$ 968,429	\$ 9,430,246	119.1%	
Sewer Revenue	5,705,000	522,736	6,114,257	107.2%	
Drainage Revenue	215,000	18,665	220,706	102.7%	
Fees	151,000	21,963	213,091	141.1%	A
Interest Income	60,000	33,769	118,215	197.0%	B
Total Revenue	\$ 14,052,000	\$ 1,565,562	\$ 16,096,515	114.5%	
Expenditure Summary					
Utility Administration	\$ 491,941	\$ 69,583	\$ 485,196	98.6%	
Water Operations	6,614,493	619,538	6,741,664	101.9%	
Sewer Operations	4,417,149	340,914	4,265,019	96.6%	
Stormwater Projects	150,000	50,046	153,356	102.2%	
Total Expenditures	\$ 11,673,583	\$ 1,080,081	\$ 11,645,234	99.8%	
Total Revenue Over/(Under) Expenses	\$ 2,378,417	\$ 485,481	\$ 4,451,281		

Explanation of Major Variances:

- A** Penalties and reconnection charges exceed prior year collections and budget
B Interest income exceeds conservative budget projection

City of Sachse
Monthly Revenue and Expenditure Report
September 30, 2022
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 975,000	\$ 115,912	\$ 1,336,648	137.1%	A
Other Income	10,000	-	10,000	100.0%	B
Interest Income	5,000	2,139	12,868	257.4%	C
Total Revenue	\$ 990,000	\$ 118,051	\$ 1,359,517	137.3%	
Expenditure Summary					
Expenditures	\$ 626,424	\$ 55,082	\$ 608,495	97.1%	D
Total Expenditures	\$ 626,424	\$ 55,082	\$ 608,495	97.1%	
Total Revenue Over/(Under) Expenses	\$ 363,576	\$ 62,969	\$ 751,022		

Explanation of Major Variances:

- A** Sales Tax collections exceed conservative budget projection
- B** Garland ISD grant received in December
- C** Interest income exceeds conservative budget projection
- D** Includes asbestos abatement and demolition (\$156K)

City of Sachse
Monthly Revenue and Expenditure Report
September 30, 2022
(Unaudited)

DEBT SERVICE FUND

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 5,311,399	\$ 2,922	\$ 5,401,415	101.7%	A
Interest Income	4,000	354	6,789	169.7%	B
Total Revenue	\$ 5,315,399	\$ 3,276	\$ 5,408,204	101.7%	
Expenditure Summary					
Fees	\$ 3,000	\$ (500)	\$ 850	28.3%	
Principal	4,100,000	14,017	4,105,000	100.1%	C
Interest	1,239,319	-	1,232,129	99.4%	D
Total Expenditures	\$ 5,342,319	\$ 13,517	\$ 5,337,979	99.9%	
Total Revenue Over/(Under) Expenses	\$ (26,920)	\$ (10,241)	\$ 70,225		

Explanation of Major Variances:

- A** Receipts exceed calculated budget
- B** Interest income exceeds conservative budget projection
- C** Principal payments are primarily due in February
- D** Interest payments are primarily due in February and August

City of Sachse
Monthly Revenue and Expenditure Report
September 30, 2022
(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

100% of Year Completed

	Annual Budget*	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 450,000	\$ 56,454	\$ 642,345	142.7%	A
Interest Income	1,000	(102)	2,807	280.7%	B
Total Revenue	\$ 451,000	\$ 56,352	\$ 645,152	143.0%	
Expenditure Summary					
Expenditures	\$ 1,764,000	\$ 192,891	\$ 1,599,195	90.7%	C
Total Expenditures	\$ 1,764,000	\$ 192,891	\$ 1,599,195	90.7%	
Total Revenue Over/(Under) Expenses	\$ (1,313,000)	\$ (136,539)	\$ (954,043)		

* Reflects Budget Amendment per Ordinance 4075, 9/6/22.

Explanation of Major Variances:

- A** Sales Tax collections exceed conservative budget projection
- B** Interest income exceeds conservative budget projection
- C** Expenditures are primarily J.K. Sachse Park construction

CITY OF SACHSE

2022/2023 SALES TAX REPORT

FY 2023								FY 2022	
	Economic Dev. Corp.	Municipal Dev. Dist.	Street Maint.	General Fund			Total ¹	General Fund	Total ¹
Month	0.50%	0.25%	0.25%	1.00%	Year-To-Date (YTD)	YTD % of Budget	YTD Growth Over Prior Yr	2.00%	Year-To-Date
October	\$112,301	\$54,655	\$56,151	\$224,603	\$224,603	9%	28%	\$447,710	\$176,156
November									\$410,301
December									\$606,194
January									\$813,181
February									\$1,106,275
March									\$1,296,933
April									\$1,470,511
May									\$1,729,411
June									\$1,939,206
July									\$2,166,799
August									\$2,441,472
September									\$2,673,296
TOTAL	\$112,301	\$54,655	\$56,151	\$224,603				\$447,710	\$5,320,684
BUDGET	\$1,300,000	\$775,000	\$650,000	\$2,630,000				\$5,355,000	\$1,950,000
									\$5,812,500

Notes

- ¹ - Includes General Fund, Economic Development, Municipal Development District, Street Maintenance, and General Fund.
- Sales tax displayed as cash-basis, reflecting distributions from Texas Comptroller for month revenue was received
 - Excludes 380 Agreement grants
 - Excludes mixed beverage sales tax



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	4. Approve a resolution adopting the City of Sachse, Sachse Economic Development Corporation, Sachse Municipal Development District, Tax Increment Financing Reinvestment Zone Number One, Tax Increment Financing Reinvestment Zone Number Two, and Tax Increment Reinvestment Zone Number Three Investment Policy ("Sachse Investment Policy").
Access	Public
Type	Action (Consent)
Preferred Date	Nov 14, 2022
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve a resolution adopting the City of Sachse, Sachse Economic Development Corporation, Sachse Municipal Development District, Tax Increment Financing Reinvestment Zone Number One, Tax Increment Financing Reinvestment Zone Number Two, and Tax Increment Reinvestment Zone Number Three Investment Policy ("Sachse Investment Policy").

Public Content

BACKGROUND

The City's current Investment Policy was reviewed by City Council on November 1, 2021, in accordance with the Public Funds Investment Act (PFIA), the City's Investment Policy is to be reviewed on an annual basis, and the City Council must approve any modifications made thereto. The purpose of this agenda item is to present all recommendations for changes to policy and to comply with the annual review provision of the PFIA whereby each entity shall adopt a resolution annually attesting to an annual review.

OVERVIEW

The following changes to the Investment Policy are proposed for FY2022-2023.

Modifications include:

- Correcting name from "President George Bush Turnpike Reinvestment Zone Tax Increment Fund" to "Tax Increment Financing Reinvestment Zone Number One" throughout the policy to reflect Ordinance 3897
- Correcting name from "Reinvestment Zone Number Two" to "Tax Increment Financing Reinvestment Zone Number Two" throughout the policy to reflect Ordinance 3898
- Addition of "Tax Increment Reinvestment Zone Number Three" throughout the policy per Ordinance 4035
- Addition of "Municipal Development District" in policy title
- Updating "Comprehensive Annual Financial Report" to "Annual Comprehensive Financial Report (ACFR)"
- Updating Delegation of Authority position title from "Finance Manager" to "Senior Accountant"

POLICY CONSIDERATIONS

The recommended policy for adoption is in compliance with the Public Funds Investment Act (PFIA).

RECOMMENDATION

Approve a resolution adopting the City of Sachse, Sachse Economic Development Corporation, Sachse Municipal Development District, Tax Increment Financing Reinvestment Zone Number One, Tax Increment Financing Reinvestment Zone Number Two, and Tax Increment Reinvestment Zone Number Three Investment Policy ("Sachse Investment Policy").

[D4 Presentation_Investment Policy Review FY 2023.pdf \(82 KB\)](#)

[D4 Resolution Approving Investment Policy 2022-2023.pdf \(206 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

Investment Policy Annual Review Fiscal Year 2022-2023

City Council
November 14, 2022



Policy Considerations

- Public Finance Investment Act (PFIA) and City Policy require annual review
- All changes must be approved by City Council
- Review/acceptance of changes also required by boards of all component units



Proposed Changes

Change From	Change To
President George Bush Turnpike Reinvestment Zone Tax Increment Fund	Tax Increment Financing Reinvestment Zone Number One
Reinvestment Zone Number Two	Tax Increment Financing Reinvestment Zone Number Two
N/A	Tax Increment Reinvestment Zone Number Three
(Missing from Policy Title)	Municipal Development District
Comprehensive Annual Financial Report	Annual Comprehensive Financial Report (ACFR)
Finance Manager	Senior Accountant



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ADOPTING THE CITY OF SACHSE, SACHSE ECONOMIC DEVELOPMENT CORPORATION, SACHSE MUNICIPAL DEVELOPMENT DISTRICT, TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, AND TAX INCREMENT REINVESTMENT ZONE NUMBER THREE INVESTMENT POLICY (“SACHSE INVESTMENT POLICY”) ATTACHED HERETO AS EXHIBIT “A”; DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE CITY AND THAT EXHIBIT “A” RECORDS ANY CHANGES TO EITHER THE INVESTMENT POLICY OR INVESTMENT STRATEGIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City Council of the City of Sachse, Texas by resolution adopted an investment policy; and

WHEREAS, Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

SECTION 1. The Sachse Investment Policy, attached hereto as Exhibit “A” be and the same is hereby adopted and shall govern the investment policies and investment strategies for the City, and shall define the authority of the investment official of the City from and after the effective date of this resolution.

SECTION 2. The City Council of the City of Sachse has completed its review of the investment policies and investment strategies and any changes made to either the investment policies or investment strategies are recorded in Exhibit “A” hereto.

SECTION 3. All provisions of the Resolutions of the City of Sachse, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions of the resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution, be adjudged or held to be void or unconstitutional, the same shall not

affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 5. This resolution shall become effective immediately from and after its passage.

SECTION 6. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 14th day of November, 2022.

CITY OF SACHSE, TEXAS

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

Exhibit “A”
CITY OF SACHSE
SACHSE ECONOMIC DEVELOPMENT CORPORATION
MUNICIPAL DEVELOPMENT DISTRICT
TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
TAX INCREMENT REINVESTMENT ZONE NUMBER THREE
INVESTMENT POLICY

I. Policy

Throughout this Investment Policy, the City of Sachse, Sachse Economic Development Corporation, Sachse Municipal Development District, Tax Increment Financing Reinvestment Zone Number One, Tax Increment Financing Reinvestment Zone Number Two, and Tax Increment Reinvestment Zone Number Three shall be singularly referred to as “ENTITY” and collectively referred to as “SACHSE.”

It is the policy of SACHSE to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of SACHSE and conforming to the Public Funds Investment Act (“PFIA”), Chapter 2256 of the Texas Government Code, and all other State and local statutes governing the investment of public funds.

II. Scope

This Investment Policy applies to all funds or financial resources available for investment under SACHSE’s financial control and accounted for in the City of Sachse’s Annual Comprehensive Financial Report (ACFR) which includes the General Fund, Debt Service Fund, Special Revenue Fund, Capital Projects Fund, Water and Sewer Enterprise Fund, Sachse Economic Development Corporation Fund, President George Bush Turnpike Reinvestment Zone Tax Increment Fund, Tax Increment Reinvestment Zone Number Two, Tax Increment Reinvestment Zone Number Three, and any new fund created by SACHSE unless specifically exempt.

To maximize the effective investment of assets, all funds may pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. Prudence

Investments shall 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 their capital and the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment Officers, acting in accordance with written procedures and the Investment Policy and exercising due diligence, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviation from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

IV. Objective

The primary objectives, in priority order, of SACHSE investment activities shall be:

- A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of SACHSE shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- B. **Liquidity:** The SACHSE investment portfolio will remain sufficiently liquid to enable SACHSE to meet all operating requirements which might be reasonably anticipated.
- C. **Public Trust:** Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in SACHSE's ability to govern effectively.
- D. **Return on Investments:** SACHSE's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with SACHSE's investment risk constraints and the cash flow characteristics of the portfolio.

V. Delegation of Authority

Management responsibility for the investment program is hereby delegated to the Director of Finance, the Assistant Director of Finance and the Senior Accountant of the City of Sachse (the "Investment Officers"). The Director of Finance shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Director of Finance. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

VI. Ethics and Conflicts of Interest

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officers shall disclose to SACHSE any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of SACHSE, particularly with regard to the time of purchases and sales.

Investment Officers involved in the investment process shall adhere to the business relationship and other disclosure requirements as described in the PFIA 2256.005(i) by filing statements with the Texas Ethics Commission and each ENTITY's governing body.

VII. Authorized Broker/Dealers

The list of authorized broker/dealers shall be annually approved by the City Council (Appendix A). These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) certification, trading resolution, and/or proof of State registration, as applicable.

It is at the discretion of the Investment Officer as to which authorized broker/dealer shall be used for any buy/sell transactions.

VIII. Investment Strategy

SACHSE's basic investment strategy for all financial assets is to preserve principal. In order to achieve that objective, SACHSE restricts the authorized investment instruments to those with suitable and limited credit and market risk. In order to make effective use of SACHSE's resources, all monies may be pooled into one portfolio, if practical, except for those monies required to be accounted for in other accounts as stipulated by applicable laws, bond covenants, ordinances, contracts, agreements, or other policies.

The objective of liquidity stems from the need of SACHSE to maintain available cash balances sufficient to cover financial outlays. Since the timing and amount of some financial disbursements are not predictable, fund-type strategies shall adjust for the uncertainty of projected cash flows.

Investment marketability will be maintained based on the fund-type strategies to sufficiently and reasonably assure that investments could be liquidated prior to the maturity, if cash needs dictate.

Whenever practical or appropriate, it is the policy of SACHSE to diversify its investment portfolio. Assets held in the investment portfolio may be diversified to minimize the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer, or a specific class of investment.

SACHSE funds shall seek to achieve a competitive yield appropriate for each strategy. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to maximize the interest earnings retained by SACHSE, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations. A competitive yield environment shall be achieved by soliciting quotes from multiple investment providers, monitoring comparable investment alternatives, and reviewing general market conditions.

The overall investment strategy of SACHSE is based on the premise that a certain amount of SACHSE's funds will be needed to pay current year expenditures or for projects that are to be complete within a specific time frame. Remaining funds are considered to be reserves and, barring any unforeseen emergencies or events beyond SACHSE's control, it is considered that these funds may be invested, within the maturity limits of this Policy, in an advantageous position on the yield curve. It is understood that investments in longer term instruments are sensitive to changes in interest rates and other market conditions; however, it is SACHSE's belief that such investments may be held to maturity if necessary.

SACHSE may maintain one portfolio in which all funds under its control are pooled for investment purposes. Within the pooled portfolio are fund components, each having an investment strategy as described below:

- A. Governmental Funds – the funds through which most governmental functions are financed and the primary operating funds of SACHSE. The investment strategy must allow for the investment of anticipated cash flows to meet the anticipated expenditures of the following funds:
 - 1. General Fund
 - 2. Debt Service Fund
 - 3. Special Revenue Fund
 - 4. Capital Projects Fund
 - 5. Sachse Economic Development Corporation Fund
 - 6. Tax Increment Financing Reinvestment Zone Number One
 - 7. Tax Increment Financing Reinvestment Zone Number Two

8. Tax Increment Reinvestment Zone Number Three

The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

- B. Proprietary Funds - the funds used in SACHSE's business-type activities or Enterprise activities financed primarily by user charges and fees. The strategy for these funds is to time investment maturities to anticipated cash requirements. Some project funds may allow investments with short to intermediate maturities.

The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

- C. The Debt Service and Interest/Sinking Funds should consist of short-term investments, whose maturities meet the scheduled debt service payments. Reserves may be invested in longer-term investments.

The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

- D. Special Revenue Fund and other Non-operating Funds investments should be in short-term instruments with maturities laddered to meet projected cash needs. Reserves are idle funds that may be invested in intermediate to long-term investments after analysis of future plans for use of the funds.

The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

IX. Authorized & Suitable Investments

SACHSE is empowered by statute to invest in the following:

- A. Obligations of, or guaranteed by, governmental entities:
1. obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
 2. direct obligations of this State or its agencies and instrumentalities;
 3. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this 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; and

4. 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.
- B. Financial Institution Deposits: A financial institution deposit is an authorized investment under this Policy if the deposit is with a state or national bank, a savings and loan association, or credit union that is:
1. guaranteed or insured by the Federal Deposit Insurance Corporation ("FDIC") or its successor, or the National Credit Union Share Insurance Fund ("NCUSIF"), or its successor;
 2. secured by obligations that are described in Section XII Collateralization; and
 3. executed through a depository institution or broker that has its main office or a branch office in Texas and meets the requirements of the PFIA.
- C. Repurchase Agreements:
1. A fully collateralized repurchase agreement is an authorized investment if the repurchase agreement:
 - (a) has a defined termination date;
 - (b) is secured by cash or obligations described by Section IX. A1;
 - (c) requires the cash or securities being purchased by SACHSE to be delivered versus payment to SACHSE, held in SACHSE's account with a third party selected and approved by SACHSE; and
 - (d) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State.
 2. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section IX. A1 at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed.
- D. Mutual Funds:
1. A no-load money market mutual fund is an authorized investment under this Policy if the mutual fund:

- (a) is registered with and regulated by the Securities and Exchange Commission;
 - (b) provides SACHSE with a prospectus and other information as required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
 - (c) has a dollar-weighted average stated maturity in compliance with regulations;
 - (d) includes in its investment objectives the maintenance of a stable net asset value of \$1.0000 for each share; and
 - (e) is continuously rated no lower than AAAm or at an equivalent rating by one nationally recognized rating service.
2. SACHSE is not authorized by this section to invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Investment Pools:

- 1. SACHSE may invest its funds and funds under its control through an eligible investment pool if each ENTITY's governing body by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the PFIA 2256.016.
- 2. To be eligible to receive funds from and invest funds on behalf of an entity under the PFIA 2256.016, an investment pool must furnish to the Investment Officers or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains at a minimum, the following information:
 - (a) the types of investments in which money is allowed to be invested;
 - (b) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
 - (c) the maximum stated maturity date any investment security within the portfolio has;
 - (d) the objectives of the pool;

- (e) the size of the pool;
 - (f) the names of the members of the advisory board of the pool and the dates their terms expire;
 - (g) the custodian bank that will safekeep the pool's assets;
 - (h) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
 - (i) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
 - (j) the name and address of the independent auditor of the pool;
 - (k) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
 - (l) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
3. To maintain eligibility to receive funds from and invest funds on behalf of an entity under the PFIA 2256.016, at a minimum an investment pool must furnish to the Investment Officer or other authorized representative of the entity:
- (a) investment transaction confirmations; and
 - (b) a monthly report that contains, as a minimum, the following information:
 - (1) the types and percentage breakdown of securities in which the pool is invested;
 - (2) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (3) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (4) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

- (5) the size of the pool;
 - (6) the number of participants in the pool;
 - (7) the custodian bank that is safekeeping the assets in the pool;
 - (8) a listing of daily transaction activity of the entity participating in the pool;
 - (9) the yield and expense ratio of the pool;
 - (10) the portfolio managers of the pool; and
 - (11) any changes or addenda to the offering circular.
4. SACHSE, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
 5. Investment Pool “yield” shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission.
 6. A public funds investment pool utilized as a cash-equivalent investment must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a \$1.00 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings may be sold as necessary to maintain the ratio between 0.995 and 1.005.
 7. An Investment pool must have an advisory board composed:
 - (a) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for pools created under Chapter 791 Texas State Code and managed by a state agency; or
 - (b) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
 8. A public funds investment pool must be continuously rated no lower than AAA or AAAM or at an equivalent rating by one nationally recognized rating service.

9. If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.
10. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.
11. If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

X. Unauthorized Investments

The following are not authorized investments under this section:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and
- C. Collateralized mortgage obligations.

Any Authorized & Suitable Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. SACHSE shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating. Additionally, SACHSE is not required to liquidate investments that were authorized at the time of purchase.

XI. Primary Depository

In compliance with State legislation, a Primary Depository shall be selected through SACHSE's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the Director of Finance shall conduct a review of prospective depository's credit characteristics and financial history.

No public deposit shall be made except in a qualified public depository as established by State laws.

XII. Collateralization

Collateralization will be required on two types of investments: financial institution deposits (in amounts exceeding FDIC or NCUSIF insurance coverage) and repurchase agreements. With the exception of Letters of Credit issued for 100% of amount, the minimum collateralization level will be 102% of market value of principal and accrued interest, less FDIC or NCUSIF insurance when applicable.

SACHSE chooses to limit collateral (including letters of credit) to the obligations of, or guaranteed by, governmental entities as outlined in the Public Funds Collateral Act.

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. SACHSE reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as depositories will be required to sign a depository agreement with SACHSE. The collateralized deposit portion of the agreement shall define SACHSE's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and SACHSE contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to SACHSE; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

Securities pledged as collateral shall be held by an independent third party acceptable to SACHSE. The custodial agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities at default, and the method of valuation of securities.

XIII. Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by SACHSE shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held in an account in SACHSE's name by a third-party safekeeping agent/custodian designated by the Investment Officers and evidenced by safekeeping receipts.

XIV. Electronic Fund Transfer

SACHSE may use electronic means to transfer or invest all funds collected or controlled by the local government.

XV. Diversification

SACHSE will diversify its investments by types, maturity dates, and/or institutions, as appropriate.

XVI. Maximum Maturities and Weighted Average Maturity

To the extent possible, SACHSE will attempt to match its anticipated cash flow requirements with maturing investments. SACHSE will not directly invest in instruments maturing more than 2 years from the date of purchase, with the maximum weighted average maturity for the total portfolio to not exceed twelve months. However, SACHSE may collateralize its repurchase agreements using longer-dated investments not to exceed 5 years to maturity.

Reserve funds may be invested in instruments up to and including 5 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

XVII. Internal Control

The Director of Finance shall establish an annual process of independent review by an external auditor in conjunction with the annual audit. This review will provide internal control by assuring compliance with policies and procedures.

XVIII. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. "Weighted Average Yield to Maturity" shall be the standard for calculating portfolio rate of return.

XIX. Reporting

- A. The Investment Officers shall prepare and submit quarterly a written report of investment transactions for all funds covered by this Investment Policy for the preceding reporting period.
- B. The report must include the following:
 - 1. describe in detail the investment position of SACHSE on the date of the report;

2. be prepared jointly by all Investment Officers of SACHSE;
 3. be signed by each Investment Officer of SACHSE;
 4. contain a summary statement of each pooled fund group that states the:
 - (a) beginning market value for the reporting period;
 - (b) ending market value for the period; and
 - (c) fully accrued interest for the period.
 5. state the book value and market value of each separately invested asset at the beginning and end of the reporting period by type of asset and fund type invested;
 6. state the maturity date of each separately invested asset that has a maturity date;
 7. state the account or fund or pooled group fund in the local government for which each individual investment was acquired; and
 8. state the compliance of the Investment Portfolio of the local government as it relates to:
 - (a) the Investment Strategy expressed in SACHSE's Investment Policy; and
 - (b) relevant provisions of the PFIA.
- C. The report shall be presented not less than quarterly to each ENTITY's governing body within a reasonable time after the end of the period.
- D. The market values and credit ratings presented in all portfolio reports shall be accurate and reliable estimates of the investment's true value and risk. Market value and credit rating sources may include, but are not limited to, rating agency reports, newspapers, financial websites, custodian reports, broker/dealer reports, and investment advisor research.

XX. Investment Policy Adoption

SACHSE's Investment Policy shall be adopted by resolution of each ENTITY's governing body. This Policy shall be reviewed annually and any modifications made thereto must be approved by each ENTITY's governing body. Each ENTITY's governing body shall adopt a written instrument attesting to each annual review.

XXI. Auditor

As part of the annual audit, the independent auditor must formally review the quarterly investment reports to comply with the PFIA and report the results of that review to each ENTITY's governing body.

XXII. Training

In order to ensure qualified and capable investment management, the Investment Officers, their designated subordinates, Treasurer, and Chief Financial Officer of SACHSE shall attend training that includes education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and PFIA compliance. SACHSE approves the Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers' Organization of Texas, North Central Texas Council of Governments, Texas City Managers Association, Texas Municipal League, and University of North Texas as independent sources of training.

Each individual shall attend training accumulating at least 10 hours of instruction within twelve months of assuming investment-related responsibilities; and shall then receive not less than 8 hours of investment-related instruction within each subsequent two-year period aligned with SACHSE's fiscal year end.

XXIII. Donated Investments

This Policy does not apply to an investment donated to SACHSE for a particular purpose or under terms of use specified by the donor.

XXIV. Investment Policy Certification

The qualified representative of any business organization (including investment pool and discretionary investment management firm) offering to engage in an investment transaction must execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the organization and SACHSE.

[remainder of page intentionally left blank]

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this ____ day of _____, 2022.

Jeff Bickerstaff, Mayor
City of Sachse, Texas

ATTEST:

Leah K Granger, City Secretary
City of Sachse, Texas

Acknowledged by the Sachse Economic Development Corporation, Texas this ____ day of _____, 2022.

Marcia Harris-Daniel, President
Sachse Economic Development Corporation

ATTEST:

Scott McMurdie, Vice-President
Sachse Economic Development Corporation

Acknowledged by the Sachse Municipal Development District, Texas this ____ day of _____, 2022.

Jermaine McDaniel, Chairperson
Sachse Municipal Development District

ATTEST:

George H. Kemper, Vice-Chairperson
Sachse Municipal Development District

Acknowledged by the Tax Increment Financing Reinvestment Zone Number One, Texas
this _____ day of _____, 2022.

Bobby Tillman, Chairperson
Tax Increment Financing Reinvestment Zone
Number One

ATTEST:

Ed Brown, Vice-Chairperson
Tax Increment Financing Reinvestment Zone Number One

Acknowledged by the Tax Increment Financing Reinvestment Zone Number Two, Texas
this _____ day of _____, 2022.

Jeff Bickerstaff, Chairperson
Tax Increment Financing Reinvestment Zone
Number Two

ATTEST:

Leah K Granger, City Secretary
Tax Increment Reinvestment Zone Number Two

Acknowledged by the Tax Increment Reinvestment Zone Number Three Fund, Texas
this _____ day of _____, 2022.

Jeff Bickerstaff, Chairperson
Tax Increment Reinvestment Zone Number
Three

ATTEST:

Leah K Granger, City Secretary
Tax Increment Reinvestment Zone Number Three

Appendix A

Authorized Broker/Dealer Firms

FHN Financial

Hilltop Securities

Oppenheimer & Co.

SAMCO Capital Markets

Wells Fargo Securities



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	5. Adopt a resolution accepting and approving the Collin County 2022 Tax Roll.
Access	Public
Type	Action (Consent)
Preferred Date	Nov 14, 2022
Recommended Action	Adopt a resolution accepting and approving the Collin County 2022 Tax Roll.

Public Content

BACKGROUND

The Texas Property Tax Code, Section 26.09(e) requires the City Council to approve the Appraisal Roll with tax amounts entered by the Assessor. The Collin County Tax Assessor Collector provided the attached 2022 Tax Roll Summary with a total levy of \$8,437,605.16. Although the enclosed document is titled "Collin County", this refers to the Tax Assessor Collector, who performs tax collection for Sachse properties in Collin County.

POLICY CONSIDERATIONS

Section 26.09(e) of the Texas Property Tax Code states that, "the assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll."

RECOMMENDATION

Adopt a resolution accepting and approving the Collin County 2022 Tax Roll.

[D5 Resolution Accepting Collin County 2022 Tax Roll.pdf \(11 KB\)](#)

[D5 Exhibit A-Collin County 2022 Tax Roll Summary.pdf \(171 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE,
TEXAS, ACCEPTING AND APPROVING THE COLLIN COUNTY 2022
TAX ROLL; RESOLVING OTHER MATTERS RELATING TO THE
SUBJECT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 26.09(e) of the Texas Property Tax Code requires the City Council to approve the Tax Roll; and

WHEREAS, the City received notification from the Collin County Tax Assessor Collector as to the Tax Roll jurisdiction summary as of October 1, 2022; and

WHEREAS, a summary statement of said 2022 Tax Roll is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

SECTION 1. All matters stated in the preamble of this Resolution are true and correct and are hereby incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2. The City Council of the City of Sachse, Texas, does hereby accept and approve the 2022 Tax Roll as submitted by the Collin County Tax Assessor Collector.

SECTION 3. The attached Exhibit A constitutes the official City of Sachse 2022 Tax Roll for Collin County, containing a tax levy of \$8,437,605.16.

SECTION 4. This Resolution is effective on the date of passage by the City Council.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 14th day of November, 2022.

CITY OF SACHSE, TEXAS

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

Exhibit A



KENNETH L. MAUN
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Suite 2366
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
Fax: (214) 491-4808
Email: kmaun@collincountytx.gov



October 1, 2022

Jeff Bickerstaff, Mayor
City of Sachse
3815 Sachse Rd, Building B
Sachse, TX 75048

Dear Mayor Bickerstaff,

Attached is the 2022 Tax Roll Summary for City of Sachse.

Submission of the 2022 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2022 Tax Roll for City of Sachse.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in purple ink that reads "Ken Maun".

Kenneth L. Maun
Tax Assessor Collector

KLM:jd

Enclosure

cc: David Baldwin

2022 TAX ROLL SUMMARY

29 - SACHSE CITY

	Amount	Count
NUMBER OF ACCOUNTS		3,284
MARKET VALUES		
ROLLCODE: PERSONAL		
Personal	\$28,061,549	
ROLLCODE: REAL		
Agriculture	\$4,386,778	
Improvement	\$932,231,656	
Improvement Non-Home Site	\$225,620,616	
Land	\$307,397,478	
Land Aq Land	\$6,860	
Land Non-Home Site	\$63,324,212	
TOTAL MARKET VALUE	\$1,561,029,149	
DEFERRALS		
Aq	\$4,386,778	8
TOTAL DEFERRALS	\$4,386,778	
EXEMPTIONS		
Absolute Exemption , XN , XN	\$30,000	1
Autos , XO , PPV , XO , PPV	\$4,365,092	20
Cap Adjustment , XT , XT	\$144,229,896	2,137
Disabled	\$1,725,000	37
Disabled Veteran	\$12,577,176	102
Miscellaneous , XV , XV	\$41,122,690	56
Nominal Value	\$46,543	50
Over 65	\$21,230,000	446
Pollution Control	\$11,630	1
Solar/Wind	\$66,719	2
TOTAL EXEMPTIONS	\$225,404,746	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$229,791,524	
TOTAL MARKET VALUE	\$1,561,029,149	
TAXABLE VALUE	\$1,331,237,625	
TAX RATE	0.650416	
ROLLCODE: PERSONAL		
Levy	\$153,341.60	169
ROLLCODE: REAL		
Levy	\$8,284,263.56	3,115
TOTAL LEVY	\$8,437,605.16	
LEVY LOST DUE TO FROZEN	\$220,977.28	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$220,977.28	

2022 TAX ROLL SUMMARY

29 - SACHSE CITY

Calculation Analysis							
	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	876,925.07	655,947.79		220,977.28	191,241,225	56,415,971	134,825,254
DV100 (Excl. Frozen)	0.00	0.00		0.00	9,400,111	8,374,284	1,025,827
Prorated (Excl. Frozen	0.00	0.00		0.00	0	0	0
Other	7,781,657.37	7,781,657.37		0.00	1,360,387,813	165,001,269	1,195,386,544
Total	8,658,582.44	8,437,605.16		220,977.28	1,561,029,149	229,791,524	1,331,237,625
DV100 (Incl. Frozen)	0.00	0.00		0.00	3,981,716	3,327,675	654,041
Prorated (Incl. Frozen	0.00	0.00		0.00	0	0	0



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	6. Approve a resolution consolidating cooperative purchase agreements for the City of Sachse.
Access	Public
Type	Action (Consent)
Preferred Date	Nov 14, 2022
Fiscal Impact	Yes
Recommended Action	Approve a resolution consolidating cooperative purchase agreements for the City of Sachse.

Public Content

BACKGROUND

The City's Comprehensive Financial Management Policy and Texas Local Government Code require certain purchases of goods and services to be competitively bid to ensure proper expenditure of the City's limited financial resources. Cooperative programs form a bridge between vendors and various organizations needing to meet similar fiscal due diligence. In general, cooperative purchasing ensures that the City is receiving an already bid price without having to use City resources to conduct a bid.

The City of Sachse has entered into cooperative purchasing programs for several years in an effort to streamline the procurement process, provide financial benefit or efficiency, and remain compliant with purchasing laws. Many of these cooperative programs have merged into larger programs to leverage better costs from vendors.

This item authorizes the City's participation in cooperative purchasing organizations. Separate agreements with other cities, such as the City of Grand Prairie, are handled separately through interlocal agreements.

OVERVIEW

Agreements between cooperative purchasing programs and the City of Sachse range back as far as 1996. A centralized program where all departments are able to access and obtain information about the cooperative programs would prove beneficial, and further helps ensure fiscal due diligence when procuring goods or services. New cooperative programs are available that meet the demand for new technologies and further help the City remain fiscally responsible.

POLICY CONSIDERATIONS

Chapter 271 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program, and provides that purchases made by utilizing pricing and contracts from the cooperative program satisfy state laws requiring competitive bids for the purchase of goods or services.

Sachse's Comprehensive Financial Management Policy states that City guidelines on cooperative purchasing should not be construed as placing additional requirements on such purchases.

RECOMMENDATION

Approve a resolution consolidating cooperative purchase agreements for the City of Sachse.

[D6 Resolution_Cooperative Purchasing Agreements.pdf \(114 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING PARTICIPATION IN VARIOUS COOPERATIVE PURCHASING PROGRAMS IN ACCORDANCE WITH THE CITY'S PROCUREMENT POLICIES AND PROCEDURES; IDENTIFYING THOSE COOPERATIVE PURCHASING PROGRAMS APPROVED FOR CITY PARTICIPATION; APPOINTING THE CITY MANAGER OR THEIR DESIGNEE AS THE PROGRAM COORDINATOR OF COOPERATIVE PURCHASING PROGRAMS; AUTHORIZING EXECUTION OF ANY AND ALL NECESSARY AGREEMENTS FOR PARTICIPATION IN THE COOPERATIVE PROGRAMS BY THE MAYOR OR THEIR DESIGNEE AND APPROVING RELATED CONTRACTS AND THE PAYMENT OF RELATED FEES IN ACCORDANCE WITH THE BUDGET, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 271 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program and provides that purchases made pursuant to an agreement with a local cooperative organization satisfy state laws requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the Procurement Policies and Procedures of the City of Sachse authorize purchases from a cooperative purchasing program or other approved state programs provided that the City Council has approved participation; and

WHEREAS, the City's participation in the cooperative purchasing programs and other approved state programs will improve efficiency in the purchasing process by allowing the City to meet competitive bid requirements, to identify and purchase goods and services from qualified vendors, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings that such programs provide; and

WHEREAS, upon consideration of the cooperative purchasing programs specified in this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the City's participation in these programs is beneficial and should be approved, that this Resolution be adopted, and that the City Manager or their designee is appointed as the Program Coordinator for the City's membership in such cooperative programs; and

WHEREAS, in the event that participation in any of the cooperative purchasing programs approved by this Resolution requires the execution of an Agreement and or the payment of a fee, such Agreement and fee are hereby approved, and the City Manager or their designee is hereby authorized to execute any necessary Agreements for participation in such program(s) and the Program Coordinator is authorized to approve the payment of applicable fees provided that funds are budgeted and available for such participation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

Section 1. The foregoing premises, which are hereby found to be true and to be in the best interest of the City of Sachse and its residents, are hereby adopted.

Section 2. The City's participation in the following cooperative purchasing programs is hereby authorized and approved in accordance with the terms of this Resolution and of the City of Sachse Procurement Policies and Procedures:

- 1Government Procurement Alliance (1GPA)
- BuyBoard
- Department of Information Resources (DIR)
- Equalis Group
- GoodBuy Purchasing Cooperative (GoodBuy)
- GovMVMT
- Houston-Galveston Area Council Cooperative Purchasing Program (H-GAC)
- Keystone Purchasing Network (KPN)
- NASPO ValuePoint
- National Cooperative Purchasing Alliance (NCPA)
- National Purchasing Partners (NPP)
- North Central Texas Council of Government (NCTCOG)
- OMNIA Partners
- Purchasing Cooperative of America (PCA)
- SourceWell
- Tarrant County
- Texas Interlocal Purchasing System (TIPS)
- Texas Multiple Award Schedules (TXMAS)
- Texas SmartBuy
- US General Services Administration (GSA)

Section 3. The City Manager or their designee is appointed as the Program Coordinator for the City's membership in approved cooperative purchasing programs. The Program Coordinator is authorized to approve the payment of applicable fees for approved programs provided that funds are budgeted and available for such participation.

Section 4. The City Manager or their designee is hereby authorized to execute any necessary Agreements for participation in such program(s) according to the terms and conditions set forth in this Resolution and the City's Procurement Policies and Procedures.

Section 5. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas, this 14th day of November 2022.

CITY OF SACHSE, TEXAS

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	7. Authorize the City Manager to execute a contract amendment for live-streaming services with Swagit Productions, LLC. in the amount of Ninety-Nine Thousand, Six Hundred Thirty and No/100 Dollars (\$99,630).
Access	Public
Type	Action (Consent)
Preferred Date	Nov 14, 2022
Fiscal Impact	Yes
Dollar Amount	99,630.00
Budgeted	Yes
Recommended Action	Authorize the City Manager to execute a contract amendment for live-streaming services with Swagit Productions, LLC. in the amount of Ninety-Nine Thousand, Six Hundred Thirty and No/100 Dollars (\$99,630).

Public Content

BACKGROUND

Swagit Productions, LLC (Swagit) offers hands-free recording, live-streaming, and uploading/archiving of public meetings. This service allows residents to access open meetings live or can be viewed at a later date. The City entered into an agreement with Swagit on April 23, 2018. Since that time, the request from residents to remotely view open meetings other than City Council meetings has grown and industry standards have improved.

OVERVIEW

The City opted to start live-streaming all board and commission meetings beginning October 1, 2022. The current agreement with Swagit would not accommodate the increased number of meetings. Therefore, this amendment package provides for 100 meetings throughout the fiscal year and upgrades the system in the Council Chambers to include closed captioning. A one-time fee of Forty-Two Thousand, Eight Hundred Thirty-Five and No/100 Dollars (\$42,835) covers the hardware, licenses, setup, and support services and will be paid with PEG money and General Fund budget. The yearly cost for the managed service package is Fifty-Six Thousand, Seven Hundred Ninety-Five and No/100 Dollars (\$56,795) and was budgeted for FY 22-23 and will be paid from the General Fund.

As a reminder, Public, Education and Government (PEG) funds, may only be used on the capital acquisition associated with public broadcasting. Those funds may not be used to cover the ongoing maintenance and streaming services.

POLICY CONSIDERATIONS

On September 21, 2005, the City Council approved an Interlocal Cooperative Purchasing Agreement between the City of Sachse and Collin County, which is permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code. In this agreement, Collin County acts as purchasing agent for the purchase of various goods and services through the competitive bidding process. As a member and participant in the cooperative program with Collin County, Texas, the City has met all competitive bidding requirements for the purchase of Swagit Productions, LLC products and services.

RECOMMENDATION

Authorize the City Manager to execute a contract amendment for live-streaming services with Swagit Productions, LLC. in the amount of Ninety-Nine Thousand, Six Hundred Thirty and No/100 Dollars (\$99,630).

[D7 Swagit Productions_Amend 1_Sachse TX_10242022.pdf \(235 KB\)](#)

[Swagit - Video Streaming Services Agreement - April 2018 5.8.334.pdf \(10,081 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

FIRST AMENDMENT TO AGREEMENT FOR VIDEO STREAMING SERVICES

This First Amendment to Agreement for Video Streaming Services ("**First Amendment**") is entered as of 30th October, 2022 (the "**Effective Date**"), by and between Swagit Productions, LLC, a Texas Limited Liability Company (hereinafter referred to as "**Provider**") and The City of Sachse, Texas (hereinafter referred to as "**City**") (hereinafter collectively referred to as the "**Parties**").

WHEREAS, Provider and City are parties to a certain Agreement for Video Streaming Services dated 23rd Day April, 2018 (the "**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions set forth this First Amendment.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

1. **EXHIBIT A:** Schedule A contained herein hereby replaces the existing pricing tables as laid down in *Exhibit A -Scope of Services* of the Agreement. The cost for the Yearly Managed Service Packages as laid out on Schedule A herein shall be invoiced by Provider to City upon the Effective Date of this First Amendment and shall be due and payable within 30 days from the date listed on the face of Provider's invoice. The costs of the initial invoice for such Yearly Managed Service Package shall be calculated pro-rata from the Effective Date of this Amendment through the end of the current term for the City's existing Managed Services as laid down in the Agreement. The cost for the Hardware, Licenses, Setup, and Support Services (One Time Fees) as laid out on Schedule A herein shall be due and payable upon Provider's delivery of said One Time Fees solutions and City's acceptance thereof.

(The rest of the page intentionally left blank)

OTHER TERMS OF THE CONTRACT: The Parties agree that all other terms, conditions and obligations of the Agreement remain in effect throughout the term of the Agreement except for those provisions of the Agreement that are directly contradicted by this First Amendment, in which event the terms of this First Amendment shall control.

BINDING EFFECT: The covenants and conditions contained in this First Amendment shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

Swagit Productions, LLC:

City of Sachse, Texas:

Bryan Halley,
President

Gina Nash, City Manager

(Date)

(Date)

Schedule A
Additional Product

Hardware, Licenses, Setup, and Support Services (One-Time Costs)				
Item #	Description of Products / Services	Quantity	Unit Cost	Extended Price
E-205	Captioning streaming encoder with EASE™ software (designed for TV standard CEA- 608/708 closed Captioning)	1	\$ 15,770.00	\$ 15,770.00
SE-101	Standard EASE™ setup and remote deployment	1	\$ 1,080.00	\$ 1,080.00
E207	Advanced Caption Encoder/Decoder for IP-based handoff to captioners	1	\$ 9,995.00	\$ 9,995.00
OSV-101	Onsite Install or Site Survey	1	\$ 1,695.00	\$ 1,695.00
P-102	All-in-one Channel Management Device	1	\$ 14,295.00	\$ 14,295.00
Total One-Time Cost:			\$ 42,835.00	

Yearly Managed Service Package				
Item #	Description of Products / Services	Quantity	Unit Cost	Annual Cost
SME-100	Software combined with EASE™ licensing for Facebook Live or YouTube live Streaming.	12 Months	\$ 125.00	\$ 1,500.00
AE-100	AVIOR™ 100 Yearly Managed Service SaaS.	12 Months	\$ 2,500.00	\$ 30,000.00
CAP-101	CaptionLive Standard – Automated Transcription Service in English with text cleanup, per hour.	12 Months	\$1,750.00	\$21,000.00
SS-100	Sound Search: Speech-to-Text software that can include searchable and navigable transcripts of events.	12 Months	\$200.00	\$2,400.00
S-100	Playback365 Support & Annual Maintenance	1	\$1,895.00	\$1,895.00
Total Yearly Cost:			\$ 56,795.00	

**AGREEMENT FOR
VIDEO STREAMING SERVICES**

**CITY OF SACHSE
and
SWAGIT PRODUCTIONS, LLC**

This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Sachse, Texas ("City"), a municipal corporation with offices at 3815 Sachse Road, Sachse, Texas 75048, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 N. Central Expressway, Suite 900, Dallas, Texas 75243 effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled Council meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following work and services for the City:

- 1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.
- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by the Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Sachse's Council Chambers located at City Hall, 3815 Sachse Road, Sachse, Texas 75048 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

2. COMPENSATION OF PROVIDER

- 2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:
 - (a) A one-time charge not to exceed:
 - (i) **Four Thousand Eight Hundred Ninety and No/100 Dollars** (\$4,890.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*"); and
 - (ii) **Thirty Thousand Sixty and No/100 Dollars** (\$30,060.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "*Avior Broadcast System*"); and
 - (b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to Provider a monthly fee in the amount of **Nine Hundred Ninety-Five and No/100 Dollars** (\$995.00) for on-demand streaming, live video streaming and remote switching (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").
- 2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance thereof by the City, and the receipt by the City of an invoice from Provider for such work, service and Equipment; provided, however that with respect to the work, service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-

exceed amount set forth therein (or \$15,030.00) shall be due and payable not later than fifteen (15) days following the date Agreement has been signed by both parties.

- (b) Payment balance for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the Equipment by Provider and the acceptance thereof by the City.
- (c) Except as set forth herein, payments will be processed on a monthly basis (the City may elect annual basis) with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.
- 3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services.
- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal,

state and local government, which may affect the performance of this Agreement.

- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.
- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*") at the Site described in Section 1.2, above.
- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*"), shall be replaced or fixed with respect to each components manufacturer's warranties.
- 3.9 Provider's Service Network. Provider's content delivery network and service level

represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider's networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the City's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized
Representative:

Lauren Rose
Assistant to the City Manager
City of Sachse
3815 Sachse Road
Sachse, TX 75048
469-429-0415

To Provider:

David Owusu
Director of Streaming
Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, Texas 75243
800/573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the City, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in Texas and until all of their obligations have been discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

(This coverage must be amended to provide for an each-project aggregate limit of insurance)
2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

3. Professional Liability \$1,000,000

B. OTHER INSURANCE REQUIREMENTS: The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Sachse, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
2. The Provider's insurance shall contain broad form contractual liability coverage.
3. The City of Sachse, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.
8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Sachse.

9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Sachse, Texas of any material change in the insurance coverage.
 10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
 11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Lauren Rose
Assistant to the City Manager
City of Sachse
3815 Sachse Road
Sachse, TX 75048

- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Sachse.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in

effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Lauren Rose, Assistant to the City Manager, City of Sachse, 3815 Sachse Road, Sachse, TX 75048**. The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this Agreement.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider

shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

- 8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.
- 8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of Texas, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State District Court of Dallas County, Texas, and the parties agree to submit to the personal and subject matter jurisdiction of said court.
- 8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.
- 8.4 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.
- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.

- 8.8 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through the date of termination of this Agreement.
- 8.10 Subcontractors. This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the City and any subcontractor or sub-subcontractor.
- 8.11 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
- 8.12 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.13 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- 8.14 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

- 9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the City. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Provider's sole discretion and for any reason.
- 9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the City, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the City to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.
- 9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the City, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12. COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

City of Sachse



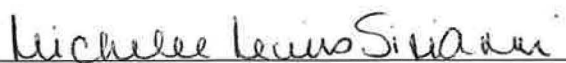
Gina Nash, City Manager

Swagit Productions, LLC



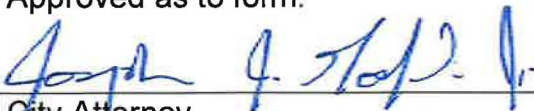
Bryan R. Halley, President

Attest:



Michelle Lewis, City Secretary

Approved as to form:



City Attorney

04/23/2018

Date of Execution:

EXHIBIT A

SCOPE OF SERVICES

Scope of Services – Exhibit A

EASE Solution

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages includes unlimited storage of meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: HTML5, Flash, Windows Media, QuickTime and Real. Swagit is proud to support HTML5 and Flash as its default formats, which has proven itself as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

EASE Solution

•Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

•Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

•Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	2U	\$4,890.00
Swagit EASE C Encoder: 2x SDI (3G/HD/SD) Video, Embedded SDI, AES, SPDIF, Balanced, Unbalanced Audio, Osprey 825e Capture Card, Osprey 800a Capture Card, Embedded SDI, AES, SPDIF, HDMI, Balanced (mini XLR), Unbalanced Audio, 13.9" 2U Rackmount Chassis SPARKLE 350W Power Supply, Supermicro X11SSQ Motherboard, Intel Core i7-6700 Processor, 8GB Micron Memory, Lite-On 24X DVD-RW, 1TB Seagate EC3.5v5 Hard Drive, Windows 7 Professional Embedded, EASE Software Tools, System Burn-in, Rackmount Kit, Branded Video Library Design, Branded Player Design, Remote Installation and Swagit's 3 Year Full System Warranty.		

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 1: Up To 25 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, Sound Search and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$995.00
With Remote Switching Included (Up To 25 Meetings per year)	

Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Programming, Development or Design Implementation	\$150.00/hour
Each Additional Remotely Switched Meeting or Event	\$175.00

Broadcast System- Avior



Built upon years of industry experience, Avior is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Avior system remotely from their facility in Dallas, Texas. The Avior system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Avior can offer a full end-to-end “hands-free” solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Avior enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior is an invaluable integration of camera-control with switcher operations for use with live production setups like chambers, churches, meeting rooms, and more.



Avior includes 2-4+ HD robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance. They have the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output via SDI and HDMI. They also support both RS232 and RS422 control signals. In addition the cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Investment – Avior Broadcast System

QTY	Item Description	Price
3	HD PTZ Camera	
3	Camera Power Connectors	
3	Camera Mounts	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	EASE-C	
1	BM Studio HD Live Production Switcher with Multi-View Monitor	
1	BM HyperDeck Studio Mini with SD cards	
1	Mini Converter SDI Distribution and Bi-Directional HDMI	
1	Avior Control Software	
1	PDU Remote Power Switch and Management Including Battery Backup	
1	Control Monitors	
1	Presentation Converter/Scaler	
1	CG for Video Graphics/Titles Overlay	
1	Cables, Connectors, Converters, 16U Rack and Hardware necessary for installation	
1	Labor & travel required to install, hook-up and provisioning	
Total Cost for Camera System & Installation		\$30,060.00

Cameras can be controlled locally by the client or remotely by Swagit's staff.



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	8. Authorize the City Manager to execute a professional services contract for audio-visual upgrades for the Laurie Schwenk Multipurpose Room between the City of Sachse and Visionality in the amount of Eighty-Two Thousand, Three Hundred Fifty-Six and 20/100 Dollars (82,356.20).
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	82,356.20
Budgeted	Yes
Budget Source	FY 22/23 Senior Center Budget
Recommended Action	Authorize the City Manager to execute a professional services contract for audio-visual upgrades for the Laurie Schwenk multipurpose room between the City of Sachse and Visionality in the amount of Eighty-Two Thousand, Three Hundred Fifty-Six and 20/100 Dollars (82,356.20).

Public Content

BACKGROUND

The Laurie Schwenk Senior Activity Center multipurpose room is used daily by the members of the center. The audio-visual system is used regularly for daily activities including bingo, exercise classes, announcements, background music, presentations from vendors, movies, etc. The current system is outdated and only works in one small section of the room. In addition to the members usage of the equipment, it would also be available for patrons to use the system when renting the facility.

OVERVIEW

The audio-visual upgrades for the Laurie Schwenk Senior Activity Center Multipurpose Room was a supplemental budget request that was approved by the City Council in the FY 2022-2023 budget. The approved budget amount was \$83,074.76.

These audio-visual upgrades would update equipment for the Multipurpose Room as well as implement new features, such as streaming and videoconferencing support, additional video and audio input, a new wall-mounted control panel, and podium with A/V input and control panel.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item. This item was approved by the City Council as part of the fiscal year 2022/23 adopted budget.

RECOMMENDATION

Authorize the City Manager to execute a professional services contract for audio-visual upgrades for the Laurie Schwenk Senior Activity Center Multipurpose Room between the City of Sachse and Visionality in the amount of Eighty-Two Thousand, Three Hundred Fifty-Six and 20/100 Dollars (82,356.20).

[RAB051122M-02.pdf \(3,969 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

SACHSE, CITY OF SENIOR CENTER AV UPGRADE

9/30/2022



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

PREPARED FOR:

SACHSE, CITY OF

MARC DEWITT

DIRECTOR OF ENGINEERING

MARC@VISIONALITY.COM

210-487-8538



THANK YOU FOR ALLOWING VISIONALITY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. As a full system integrator we can create a custom collaborate environment designed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers' needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or suggesting which would make our proposal more closely meet your needs, we are happy to work with you.



Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Sachse, City of** for the express interest of offering products and services to **Sachse, City of**. The particulars of this proposal must remain confidential between the personnel of **Sachse, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITION:

VISIONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Sachse, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed industry standard certification tests in audio visual systems. Our personnel also hold certifications offered by our manufacturers' for implementation with their equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs as well as the layout and properties of the location in which the audiovisual technology will be used.



DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal responds with solutions upgrading the A/V systems in the multipurpose room at the City of Sachse's Senior Center.

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Classroom:
 - a. Video System:
 - i. Video Inputs:
 1. 1 x HDMI wallplate input at display location.
 2. 1 x OFE Firestick.
 3. 1 x Blu-Ray/DVD player.
 - ii. Video Outputs:
 1. 1 x wall-mounted 75" display with attached soundbar.
 - b. Audio System:
 - i. Audio Inputs:
 1. Audio input from active source on display.
 - ii. Audio Output:
 1. 1 x Audio soundbar mounted beneath display.
 2. 1 x Assisted listening system with sufficient receivers for room's size.
 - c. Control:
 - i. 1 x Simple wall-mounted touchpad providing display control, input selection, and volume control.
 - d. Rack:
 - i. Provide 1 small form-factor furniture-matched rack for A/V equipment storage.
2. Library:
 - a. Video System:
 - i. Video Inputs:
 1. 1 x HDMI wallplate input at display location.
 2. 1 x OFE Firestick.
 - ii. Video Outputs:
 1. 1 x cantilever-mounted 75" display with attached soundbar.
 - b. Audio System:
 - i. Audio Inputs:
 1. Audio input from active source on display.
 - ii. Audio Output:
 1. 1 x Audio soundbar mounted beneath display.
 - c. Control:
 - i. 1 x Simple wall-mounted touchpad providing display control, input selection, and volume control.
 - d. Rack:
3. Exercise Room:
 - a. Video System:
 - i. Video Inputs:
 1. 1 x OFE HDMI input from an OFE CATV/SATV receiver.
 - ii. Video Outputs:
 1. 1 x ceiling-mounted 65" display.
4. Multipurpose Room:
 - a. Video System:

- i. Video Inputs:
 - 1. 1 x HDMI input at podium for OFE/BYOD laptop.
 - 2. 1 x HDMI input wallplate at side of room for moved podium/secondary input location.
 - 3. 1 x Barco Clickshare wireless presentation system with 1 USB step-in puck.
 - 4. 1 x OFE rackmounted PC, with USB extended into room for wireless keyboard and mouse.
 - a. Extend video to a podium display for non-presented PC control and use.
- ii. Video Outputs:
 - 1. 1 x Panasonic 7,000 lumen laser projector.
 - a. Shines onto a Da-Lite 133" 16:9 electric projection screen, ceiling-mounted with ambient light-rejecting fabric due to number of windows/doors within room.
- b. Audio System:
 - i. Digital Signal Processor:
 - 1. 1 x multichannel digital signal processor capable of audio management and echo-free acoustic echo cancellation for conferencing.
 - ii. Inputs:
 - 1. 2 x Shure QLXD124 wireless rechargeable handheld/lavalier combination kits.
 - a. Include antenna extension kit for room.
 - 2. 1 x XLR input plate in each room, zoned in case rooms are ever separated.
 - iii. Outputs:
 - 1. 4 x 6.5" ceiling-mounted in-tile speakers in each room, zoned in case rooms are ever separated.
- c. Control:
 - i. 1 x ~7" tabletop mounted control panel at podium for room and system control.
 - ii. 1 x ~10" wall-mounted control panel for room control when podium isn't in-use.
- d. Podium:
 - i. Provide 1 Spectrum furniture-matched removable podium.
 - 1. Include 1 articulating armature-mounted 22" display for OFE PC video output.

Approach:

Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality's project manager, will manage communication, project progress, and issues. Project expected to take 1 day to install and commission.

Here is the quote you requested.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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This Quote is produced for the Texas DIR Contract DIR-CPO-5092 (Visionality)

This Quote is produced for the Texas DIR Contract DIR-TSO-4025 (Panasonic)



1.00	*****Classroom A/V Equipment*****		\$7,175.38	\$5,268.78	\$5,268.78
	<i>*Video Inputs*</i> 1 x HDMI Input Wallplate at Display Location 1 x OFE FireStick 1 x Blu-Ray/DVD Player <i>*Video Outputs*</i> 1 x LG 75" Wall-Mounted Display with Soundbar <i>*Multichannel Digital Signal Processor*</i> 1 x Multichannel Digital Signal Processor <i>*Audio Inputs*</i> 1 x Audio Input from Display <i>*Audio Outputs*</i> 1 x Listen Technologies Assisted Listening System with 4 Recievers ***Control Interface*** 1 x Simple Touchpad Controller for Display Control, Input Selection, and Audio Control				
1.00	Rack, Display Mounts, and Wallplates		\$3,411.25	\$2,193.04	\$2,193.04
1.00	Room Cabling and Materials		\$1,108.10	\$741.19	\$741.19
1.00	*****Library A/V Equipment*****		\$4,175.86	\$3,090.99	\$3,090.99
	<i>*Video Inputs*</i> 1 x HDMI Input Wallplate at Display Location 1 x OFE FireStick <i>*Video Outputs*</i> 1 x LG 75" Wall-Mounted Display with Soundbar ***Control Interface*** 1 x Simple Touchpad Controller for Display Control, Input Selection, and Audio Control				
1.00	Rack, Display Mounts, and Wallplates		\$854.00	\$612.74	\$612.74
1.00	Room Cabling and Materials		\$1,073.10	\$717.56	\$717.56
1.00	*****Exercise Room A/V Equipment*****		\$1,330.00	\$1,157.10	\$1,157.10

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
		<i>*Video Inputs*</i>			
		<i>1 x OFE CATV/Other Feed</i>			
		<i>*Video Outputs*</i>			
		<i>1 x LG 65" Ceiling-Mounted Display</i>			
1.00		Rack, Display Mounts, and Wallplates	\$948.00	\$680.19	\$680.19
1.00		Room Cabling and Materials	\$274.00	\$180.58	\$180.58
1.00		*****A/V Equipment for Multipurpose Room*****	\$57,630.00	\$37,084.37	\$37,084.37
		<i>*Video Inputs*</i>			
		<i>1 x HDMI Input at Podium Location</i>			
		<i>1 x HDMI Input Wallplate at Side of Room</i>			
		<i>1 x Wireless Presentation System with 1 USB Step-In Puck</i>			
		<i>1 x OFE PC</i>			
		<i>1 x OFE Blu-Ray/DVD Player</i>			
		<i>*Video Outputs*</i>			
		<i>1 x Panasonic 7,000 Lumen Laser Projector</i>			
		<i>1 x Da-Lite 133" Diagonal 16:9 Electric Projection Screen with Ambient-Light Rejecting Fabric, Ceiling-Mounted</i>			
		<i>2 x Ceiling-Mounted 40" Confidence Displays in Combined Rooms</i>			
		<i>*Multichannel Digital Signal Processor*</i>			
		<i>1 x Multichannel Digital Signal Processor</i>			
		<i>*Audio Inputs*</i>			
		<i>2 x Shure QLXD Wireless Rechargeable Handheld/Lavalier Combination Kits</i>			
		<i>1 x XLR Input Plate in Each Room</i>			
		<i>*Audio Outputs*</i>			
		<i>6 x 6.5" Ceiling-Mounted In-Tile Speakers in Main Room</i>			
		<i>4 x 6.5" Ceiling-Mounted In-Tile Speakers in Each Combinable Room</i>			
		<i>1 x Modular Power Amplifier</i>			
		<i>1 x Listen Technologies Assisted Listening System with 4 Recievers</i>			
		<i>***All-In-One A/V Switching and Control System***</i>			
		<i>1 x All-In-One A/V Switching and Control System</i>			
		<i>1 x Video Extension Kit for Room</i>			
		<i>1 x 10" Control Touchpanel Wall Mounted at Side of Room</i>			
		<i>1 x 7" Control Touchpanel, Podium-Mounted</i>			
		<i>***Podium***</i>			
		<i>1 x Spectrum Link Lectern Podium with Keyboard Tray</i>			
		<i>1 x 22" Display for OFE Rackmounted PC on Articulating Armature Mount</i>			

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00		*Multipurpose Room Rack, Display Mounts, and Wallplates*	\$5,636.45	\$3,640.43	\$3,640.43
1.00		*Multipurpose Room Cabling and Materials*	\$4,010.34	\$2,646.38	\$2,646.38
		USB Extenders			
1.00		Project Professional Services and Programming	\$7,255.50	\$4,716.16	\$4,716.16
1.00		Installation, Integration, and Comissioning	\$24,399.25	\$15,859.58	\$15,859.58
Service					
1.00	VS-SLS-1	Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)	\$3,965.38	\$3,767.11	\$3,767.11
Total List					\$123,246.61
Total Discounted Price					\$82,356.20
Shipping					\$0.00
Sales Tax					\$0.00
Grand Total					\$82,356.20

Notes:

Please contact me if I can be of further assistance.

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrated within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
 - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
 - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
 - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
 - Computer Network jacks are to be tested with information for connection readily available.
 - Firewalls and routers will be configured with proper ports opened.

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- Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
- Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storage fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

Integration, Commissioning, and Sign-Off:

Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

Visionality

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Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

 **VISIONALITY**
DESIGNS THAT COMPUTE

SILVER SERVICE

prepared for:

Sachse, City of

Keep your equipment operational with a Visionality Service

- **Longevity.** Visionality has been serving the public for three decades.
- **Experience.** Visionality understands traditional AV integrations as well as networks. We have been putting in networks solutions for over twenty years and have touched hundreds of backbone appliances as well as cloud integration.
- **Service Support.** Our dedicated support staff can take your call quickly. Many times problems can be solved over the phone. We also provide technicians that can come on site to service your product.
- **Certifications.** Visionality believes in training. We have certifications from most of our vendors as well as the primary industry certification center, AVIXA.
- **Speed.** Visionality can take the headache out of working with the manufacturer on an issue. Our expert team will pinpoint the proper piece of equipment that is causing the problem. If we need to engage the manufacturers, our experience and credentials with that manufacturer often shorten that process.
- **Industry knowledge.** As an independent reseller, we have a deep knowledge of many products from many manufacturers across the industry. This enables us to better service our customers who may have legacy or unusual products.
- **Focus.** Since our support staff focuses on Audio Visual and Videoconferencing technologies, the technician who answers the phone is trained to solve your problem. This ends the service queue headache in many companies where much of your time is spent just finding the proper support staff.
- **Call Management.** We employ technology in our call center to efficiently track your ongoing service concern. Visionality uses technology to keep logs on ongoing service issues and we use our service database to reduce time in verification of service programs.



Visionality offers several levels of service

- **Silver Service** provides unlimited remote technical support for your new system. Our trained professionals can work with our customers to diagnose problems. If there is a problem with a component, they can arrange for the repair or replacement of that component.

- **Gold Service** is available within 30 miles of one of our facilities. Gold Service provides all the same benefits as Silver Service as well as adding unlimited on-site support for repairing the system.

- **Gold Limited Service** is available outside the Dallas/Fort Worth and San Antonio areas. It offers the same benefits as Gold service however we limit the number of calls that we can dispatch for service. This allows us to offer Gold service to some customers who are not in our coverage areas.



This Proposal is for Visionality Silver Service which includes:

- Unlimited telephone support during normal business hours.
- On-site support can be provided at an additional charge on a per visit basis.
- Replacement parts are covered using standard Manufacturer's Warranty
- Some part maintenance has been enhanced with extended service as specified.
- Assistance with software upgrades.
- Reported Visionality software problems addressed
- Feature requests addressed with engineering options
- Visionality will handle servicing failed components through factory repair.
- Visionality software is warranted free from defects for the term of the contract.

 VISIONALITY
DESIGNS THAT COMPUTE
SILVER SERVICE

Service Summary

Service Level	Silver Service
Customer	Sachse, City of
Location	3815 Sachse Rd Sachse TX
Start Date	2/1/2000
End Date	1/31/2001

COVERAGE

The contract covers the following locations and equipment

Service Object	Location	Description	Price
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EXTENDED SERVICE ITEMS.

These items have additional services such as software upgrades from the factory or next day parts.

Service Item	Serial Number
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Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	9. Authorize the City Manager to execute a professional services contract between the City of Sachse and Visionality for audio-visual upgrades in the Library meeting room in the amount of Sixty-Five Thousand, One Hundred Thirteen and 90/100 Dollars (\$65,113.90).
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	65,113.90
Budgeted	Yes
Budget Source	FY 22/23 Library Budget
Recommended Action	Authorize the City Manager to execute a professional services contract between the City of Sachse and Visionality for audio-visual upgrades in the Library meeting room in the amount of Sixty-Five Thousand, One Hundred Thirteen and 90/100 Dollars (\$65,113.90).

Public Content

BACKGROUND

The Library meeting room is used by the Library for programs and special events and is available for rental by residents. The existing audio-visual system for the Library meeting room is at the end of its life and is in need of replacement.

OVERVIEW

This item was approved by the City Council as part of the FY 2022/23 adopted budget. The approved budget amount was \$65,354.31. These audio-visual upgrades would update equipment for the Library meeting room as well as implement new features, such as streaming and videoconferencing support, additional video and audio input, a new wall-mounted control panel, and podium with A/V input and control panel.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to execute a professional services contract between the City of Sachse and Visionality for audio-visual upgrades in the Library meeting room in the amount of Sixty-Five Thousand, One Hundred Thirteen and 90/100 Dollars (\$65,113.90).

[Visionality Meeting Room Quote.pdf \(3,986 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

SACHSE, CITY OF LIBRARY MULTIPURPOSE ROOM AV UPGRADE

9/30/2022



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

PREPARED FOR:

SACHSE, CITY OF

RICHARD BARNETT

OPERATIONS MANAGER

RICHARD@VISIONALITY.COM

(214) 276-0124



DIR-CPO-5092

DIR-TSO-4025

THIS QUOTE IS VALID FOR 30 DAYS

OUR VALUE PROPOSITION:

VISIONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Sachse, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed industry standard certification tests in audio visual systems. Our personnel also hold certifications offered by our manufacturers' for implementation with their equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal responds with solutions upgrading the A/V system in the multipurpose room at the City of Sachse's library

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Training Room:

a. Conferencing:

i. Streaming and/or Client- based video teleconferencing provided from an OFE rackmounted PC.

1. 1 x Vaddio A/V bridge converting camera, content, and audio to USB for use on VTC clients.
2. Ability to directly stream to any RTMP provider.
3. 1 x wall mounted HD PTZ camera.
4. Make this a removable option.

b. Video System:

i. Video Inputs:

1. 1 x HDMI input at podium for OFE/BYOD laptop.
2. 1 x HDMI input wallplate at side of room for moved podium/secondary input location.
3. 1 x Barco Clickshare wireless presentation system with 1 USB step-in puck.
4. 1 x OFE rackmounted PC, with USB extended into room for wireless keyboard and mouse.

- a. Extend video to a podium display for non-presented PC control and use.

ii. Video Outputs:

1. 1 x Panasonic 7,000 lumen laser projector.
 - a. Shines onto a Da-Lite 133" 16:9 electric projection screen, ceiling-mounted with ambient light-rejecting fabric due to number of windows/doors within room.

c. Audio System:

i. Digital Signal Processor:

1. 1 x multichannel digital signal processor capable of audio management and echo-free acoustic echo cancellation for conferencing.

ii. Inputs:

1. 2 x Shure QLXD124 wireless rechargeable handheld/lavalier combination kits.
 - a. Include antenna extension kit for room.
- 2.

iii. Outputs:

1. 8 x 6.5" ceiling-mounted in-tile speakers in main room.

d. Control:

i. 1 x ~7" tabletop mounted control panel at podium for room and system control.

ii. 1 x ~10" wall-mounted control panel for room control when podium isn't in-use.

e. Podium:

i. Provide 1 Spectrum furniture-matched removable podium.

1. Include 1 articulating armature-mounted 22" display for OFE PC video output.

Approach:

Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality's

Here is the quote you requested.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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This Quote is produced for the Texas DIR Contract DIR-CPO-5092 (Visionality)

This Quote is produced for the Texas DIR Contract DIR-TSO-4025 (Panasonic)



1.00	*****A/V Equipment for Multipurpose Room*****	\$60,536.00	\$41,292.57	\$41,292.57
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Video Conference System

*1 x OFE Rackmounted PC for Client-Based Video
Teleconferencing*

1 x A/V Bridge

Video Conference Cameras

2 x Wall-Mounted HD PTZ Cameras

Video Inputs

1 x HDMI Input at Podium Location

1 x HDMI Input Wallplate at Side of Room

1 x Wireless Presentation System with 1 USB Step-In Puck

1 x OFE PC

1 x OFE Blu-Ray/DVD Player

Video Outputs

1 x Panasonic 7,000 Lumen Laser Projector

*1 x Da-Lite 133" Diagonal 16:9 Electric Projection Screen
with Ambient-Light Rejecting Fabric, Ceiling-Mounted*

*2 x Ceiling-Mounted 40" Confidence Displays in Combined
Rooms*

Multichannel Digital Signal Processor

1 x Multichannel Digital Signal Processor

Audio Inputs

*2 x Shure QLXD Wireless Rechargeable Handheld/Lavalier
Combination Kits*

Audio Outputs

8 x 6.5" Ceiling-Mounted In-Tile Speakers in Main Room

1 x Modular Power Amplifier

****All-In-One A/V Switching and Control System****

1 x All-In-One A/V Switching and Control System

1 x Video Extension Kit for Room

1 x 7" Control Touchpanel Wall Mounted at Front of Room

1 x 7" Control Touchpanel, Podium-Mounted

****Podium****

1 x Spectrum Link Lectern Podium with Keyboard Tray

Visionality

1778 N. Plano Rd. #211b

RAB050921M-03

Richardson, TX 75081

(214) 276-0124

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
-----	-----------------------------	-------------	--------------------	-------------------	-------------

Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current sructures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
 - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
 - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
 - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
 - Computer Networkjacks are to be tested with information for connection readily available.
 - Firewalls and routers will be confirured with proper ports opened .

Visionality

1778 N. Plano Rd. #211b

RAB050921M-03

Richardson, TX 75081

(214) 276-0124

Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

 VISIONALITY
DESIGNS THAT COMPUTE
SILVER SERVICE

prepared for:

Sachse, City of

Keep your equipment operational with a Visionality Service

- **Longevity.** Visionality has been serving the public for three decades.
- **Experience.** Visionality understands traditional AV integrations as well as networks. We have been putting in networks solutions for over twenty years and have touched hundreds of backbone appliances as well as cloud integration.
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- **Speed.** Visionality can take the headache out of working with the manufacturer on an issue. Our expert team will pinpoint the proper piece of equipment that is causing the problem. If we need to engage the manufacturers, our experience and credentials with that manufacturer often shorten that process.
- **Industry knowledge.** As an independent reseller, we have a deep knowledge of many products from many manufacturers across the industry. This enables us to better service our customers who may have legacy or unusual products.
- **Focus.** Since our support staff focuses on Audio Visual and Videoconferencing technologies, the technician who answers the phone is trained to solve your problem. This ends the service queue headache in many companies where much of your time is spent just finding the proper support staff.
- **Call Management.** We employ technology in our call center to efficiently track your ongoing service concern. Visionality uses technology to keep logs on ongoing service issues and we use our service database to reduce time in verification of service programs.



 VISIONALITY
DESIGNS THAT COMPUTE
SILVER SERVICE

Service Summary

Service Level	Silver Service
Customer	Sachse, City of
Location	3815 Sachse Rd Sachse TX
Start Date	2/1/2000
End Date	1/31/2001

COVERAGE

The contract covers the following locations and equipment

Service Object	Location	Description	Price
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EXTENDED SERVICE ITEMS.

These items have additional services such as software upgrades from the factory or next day parts.

Service Item	Serial Number
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Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	10. Authorize the purchase of two (2) 2023 Chevrolet 1500 Silverado Pickup Trucks from Caldwell Country through the BuyBoard cooperative purchasing program not to exceed the budgeted funds of Eighty-One Thousand, Six Hundred Eighty-One and 50/100 Dollars (\$81,681.50) for the City of Sachse Public Works Department.
Access	Public
Type	Action (Consent)
Preferred Date	Nov 14, 2022
Fiscal Impact	Yes
Dollar Amount	81,681.50
Budgeted	Yes
Budget Source	Utility Fund
Recommended Action	Authorize the purchase of two (2) 2023 Chevrolet 1500 Silverado Pickup Trucks from Caldwell Country through the BuyBoard cooperative purchasing program not to exceed the budgeted funds of Eighty-One Thousand, Six Hundred Eighty-One and 50/100 Dollars (\$81,681.50) for the City of Sachse Public Works Department.

Public Content

BACKGROUND

In the FY 2022-2023 budget, the City Council approved funds for the purchase of two (2) vehicles for the Public Works Department through the Utility Fund.

OVERVIEW

This purchase was approved as part of the FY 2022-2023 budget. All purchases of \$50,000 and above must be approved by the City Council.

The budgeted amount for vehicle one is \$34,720 and vehicle two has a budgeted amount of \$35,510. The budgeted amounts for costs associated with the addition of a new truck bed, light bar, logos, and other miscellaneous outfitting of the vehicles is \$5,725.75 per vehicle, bringing the total amount to \$81,681.50.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the purchase of two (2) 2023 Chevrolet 1500 Silverado Pickup Trucks from Caldwell Country through the BuyBoard cooperative purchasing program not to exceed the budgeted funds of Eighty-One Thousand, Six Hundred Eighty-One and 50/100 Dollars (\$81,681.50) for the City of Sachse Public Works Department.

[Caldwell - BuyBoard - Quote 1 & 2 - 1500.pdf \(157 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

QUOTE# 002

CONTRACT PRICING WORKSHEET

End User: CITY OF SACHSE	Contractor: CALDWELL COUNTRY
Contact Name: JONATHAN LARA JEREMY WISEMAN	CALDWELL COUNTRY
Email: JLARA@CITYOFSACHSE.COM MWISEMAN@CITYOFSACHSE.COM	Prepared By: Averyt Knapp
Phone #: 972-495-7600	Email: aknapp@caldwellcountry.com
Fax #: 972-495-4104	Phone #: 979-567-6116
Location City: SACHSE, TX	Fax #: 979-567-4376
Date Prepared: MAY 13, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2023 CHEVROLET 1500 SILVERADO 4X2 CREW CAB SWB CC10543	

A Base Price & Options:	\$34,320
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 2.7L TURBO, 8-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SHORT BOX, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	**OPTION 5.3L-V8 IS ADDITIONAL \$3,070 (NOT INCLUDED)	N/I			

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$34,320
Quantity Ordered					1
Subtotal E					\$34,320
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$34,720
				Estimated Delivery Date:	Q4-2022

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF SACHSE	Contractor: CALDWELL COUNTRY
Contact Name: JONATHAN LARA JEREMY WISEMAN	CALDWELL COUNTRY
Email: JLARA@CITYOFSACHSE.COM MWISEMAN@CITYOFSACHSE.COM	Prepared By: Averyt Knapp
Phone #: 972-495-7600	Email: aknapp@caldwellcountry.com
Fax #: 972-495-4104	Phone #: 979-567-6116
Location City: SACHSE, TX	Fax #: 979-567-4376
Date Prepared: AUGUST 24, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2023 CHEVROLET 1500 SILVERADO 4X2 DOUBLE CAB SWB CC10753	

A Base Price & Options:	\$35,115
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB, 2.7L TURBO, 8-SPD AUTOMATIC, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLEETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, 6.5' BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	**OPTION 5.3L-V8 IS ADDITIONAL \$3,070 (NOT INCLUDED)	N/I			

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$35,110
Quantity Ordered					1
Subtotal E					\$35,110
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$35,510
				Estimated Delivery Date:	Q3-2023 APPX



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	11. Authorize the purchase of two (2) 2023 Chevrolet Tahoe Police Pursuit Vehicles 2WD from Lake Country Chevrolet through the TIPS USA Collective Purchasing Contract #210907, in the amount of Seventy-Eight Thousand, One Hundred Seventy-Six and No/100 Dollars (\$78,176.00) for the City of Sachse Police Department.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	78,176.00
Budgeted	Yes
Budget Source	FY 2022/2023 Vehicle Equipment & Replacement Fund (VERF)
Recommended Action	Authorize the purchase of two (2) 2023 Chevrolet Tahoe Police Pursuit Vehicles 2WD from Lake Country Chevrolet through the TIPS USA Collective Purchasing Contract #210907, in the amount of Seventy-Eight Thousand, One Hundred Seventy-Six and No/100 Dollars (\$78,176.00) for the City of Sachse Police Department.

Public Content

BACKGROUND

The police department is requesting authorization to purchase two (2) Chevrolet Tahoe Police Pursuit Vehicles to replace existing two (2) Ford Explorers currently assigned as front-line patrol vehicles. The Ford Explorers will be rotated to other areas of the department to maximize their remaining lifespan.

OVERVIEW

This purchase was approved as part of the FY 2022-2023 budget. All purchases of \$50,000 and above must be approved by the City Council.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the purchase of two (2) 2023 Chevrolet Tahoe Police Pursuit Vehicles 2WD from Lake Country Chevrolet through the TIPS USA Collective Purchasing Contract #210907, in the amount of Seventy-Eight Thousand, One Hundred Seventy-Six and No/100 Dollars (\$78,176.00) for the City of Sachse Police Department.

[D11 SACHSE PD TAHOE Quote.pdf \(188 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

PRODUCT PRICING SUMMARY

TIPS USA TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: SACHSE PD 999232

Prepared by: SETH GAMBLIN

Contact:

Phone: 512.436.1313**Email:**

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TAHOE PPV

Date: August 23, 2022

A. Bid Item:

A. Base Price:	\$ 35,524.00
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B. Factory Options

B. Factory Options					
Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2023 TAHOE PPV 2WD	\$ 1,999.00			
L84	5.3L V8 W/AUTOMATIC	\$ -	5T5	VINYL BACK SEAT	\$ -
MQC	10 SPEED TRANS	\$ -			
6J7	FLASHER SYSTEM, HEAD &TAIL LAMP	\$ 50.00		REAR PARK ASSIST / REAR CAMERA	
				WHEELS 20"X9" STEEL	
				ASSIST STEPS	
		Total of B. Published Options:			\$ 2,049.00

Total of B. Published Options:	\$ 2,049.00
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Published Option Discount (5%)	\$ (2.50)
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C. Unpublished Options

\$= 2.1 %

[illegible]

Total of C. Unpublished Options:	\$ 800.00
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D. Floor Plan Interest (for in-stock and/or equipped vehicles):

§ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$	350.00
----	--------

F. Contract Price Adjustment:

G. Additional Delivery Charge: 210 miles

\$	367.50
----	--------

H. Subtotal:

\$	39,088.00
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I. Quantity Ordered 2 x H =

\$	78,176.00
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J. Trade in:

§ -

K.

L. Total Purchase Price

\$ 78,176.00



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	12. Authorize the purchase of two (2) 2023 Ford Interceptor SUVs AWD (Explorer) from Sam Pack's Five Star Ford through the Tarrant County Collective Purchasing Contract #2019-014, in the amount of Eighty-Four Thousand, Two Hundred Eighty-Seven and 26/100 Dollars (\$84,287.26) for the City of Sachse Police Department.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	84,287.26
Budgeted	Yes
Budget Source	FY 2022/2023 Vehicle Equipment & Replacement Fund (VERF)
Recommended Action	Authorize the purchase of two (2) 2023 Ford Interceptor SUVs AWD (Explorer) from Sam Pack's Five Star Ford through the Tarrant County Collective Purchasing Contract #2019-014, in the amount of Eighty-Four Thousand, Two Hundred Eighty-Seven and 26/100 Dollars (\$84,287.26) for the City of Sachse Police Department.

Public Content

BACKGROUND

The police department desires to replace an existing Chevrolet Impala and a Ford Explorer, each assigned as school resource officer vehicles, with two (2) Ford Explorers. The Garland Independent School District (GISD) has agreed to reimburse the city 50% of the purchase of the vehicles in addition to ancillary equipment costs associated with vehicle deployment.

OVERVIEW

This purchase was approved as part of the FY 2022-2023 budget. All purchases of \$50,000 and above must be approved by the City Council.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the purchase of two (2) 2023 Ford Interceptor SUVs AWD (Explorer) from Sam Pack's Five Star Ford through the Tarrant County Collective Purchasing Contract #2019-014, in the amount of Eighty-Four Thousand, Two Hundred Eighty-Seven and 26/100 Dollars (\$84,287.26) for the City of Sachse Police Department.

[D12 SACHSE K8A UNITS.pdf \(99 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

BLACK

\$ 27,700.00

B. Published Options (Itemize Each Below)

C. Dealer Published Options

Total of C. - Dealer Published Options	\$	-
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D. Off Menu Options

Off Menu Options limited to 25% of Published Price	Current %	0.00%	Total of D. - Off Menu Options	\$0.00
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Total of D. - Off Menu Options

\$	-
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\$	180.32
----	--------

\$	180.32
\$	180.32

\$	1,695.00
\$	1,695.00

\$ 41,943.63

\$	83,887.26
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\$	400.00
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\$	-
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	\$84,287.26
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Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	1. Consider an ordinance canvassing the returns and declaring the results of the Special Charter Amendment Election held in the City of Sachse on November 8, 2022.
Access	Public
Type	Action, Discussion
Preferred Date	Nov 14, 2022
Absolute Date	Nov 22, 2022
Fiscal Impact	No
Recommended Action	Approve an ordinance canvassing the returns and declaring the results of the Special Charter Amendment Election held in the City of Sachse on November 8, 2022.

Public Content

BACKGROUND

The City Council established a Charter Review Commission in March 2022 with the following charge: "Review the City of Sachse's home rule Charter to determine if any revisions need to be made to the document and make a recommendation to the City Council regarding the Commission's findings." Scott McMurdie, Charter Review Commission Chairperson, provided a summary report on behalf of the group at the July 18 Council meeting. The City Council reviewed and discussed the recommendations at the August 10 Special Council meeting. The Council directed the City Attorney to draft an ordinance calling a November election. Council approved an ordinance on August 15, 2022, ordering a Special Charter Amendment Election to be held on November 8, 2022.

OVERVIEW

In order to declare the results official, the City Council must canvass the results. The proposed ordinance will declare the results for:

- Proposition A: Shall Article II, Section 2.02 of the Home Rule Charter be amended to correct a grammatical error?
- Proposition B: Shall Article III, Section 3.01 of the Home Rule Charter be amended to provide expressly for the numbering of the City Council Member places?
- Proposition C: Shall Article III, Section 3.01 of the Home Rule Charter be amended to clarify the staggering of the dates in which the mayor and city council places are elected?
- Proposition D: Shall the transitional provisions regarding the length of terms of the mayor and council members in Article III, Section 3.02 of the Home Rule Charter be repealed and replaced with provisions establishing term limits for the mayor and members of the City Council?
- Proposition E: Shall Article III, Section 3.04 of the Home Rule Charter be amended to add the word "until" to correct a grammatical error?
- Proposition F: Shall Article III, Section 3.06 (4) of the Home Rule Charter be amended to eliminate the word "uniform" to comply with state law relating to the date of a special election to fill a vacancy in the office of mayor or city council member?
- Proposition G: Shall Article III, Section 3.07(i) of the Home Rule Charter be amended to provide the City Council may adopt plats, or delegate such authority to the Planning and Zoning Commission as provided by state law?
- Proposition H: Shall Article III, Section 3.09 (1) of the Home Rule Charter be amended to provide that the mayor or three city councilmembers may call for a special meeting of the City Council to be held to eliminate a conflict with state law?
- Proposition I: Shall Article III, Section 3.13 of the Home Rule Charter be amended to remove the requirement for the City Council to conduct its meetings in accordance with Roberts Rules of Order because such Section already provides that the City Council shall determine its own order of business?

- Proposition J: Shall Article III, Section 3.14 (3) of the Home Rule Charter be amended to provide for the publication ordinances in a newspaper or as otherwise allowed by law?
- Proposition K: Shall Article III, Section 3.16 of the Home Rule Charter be amended to add subsection (4) to require the City code of ordinances be accessible on the City's website?
- Proposition L: Shall Article III, Section 3.18 of the Home Rule Charter be amended to provide the City Council may require bonds of municipal officers and employees who receive or pay out city funds?
- Proposition M: Shall Article V, Section 5.02(c) of the Home Rule Charter be amended to provide a person must have resided within the City for at least 12 months prior to the date of election to conform with state law?
- Proposition N: Shall Article VI, Section 6.04 Subsection (3) of the Home Rule Charter be amended to reduce the number of places for signatures on a petition for initiative and referendum from 20 to 10?
- Proposition O: Shall Article VI, Section 6.05 (1) of the Home Rule Charter be amended to increase the time-period from 30 days to 60 days in which to file a petition for initiative and referendum?
- Proposition P: Shall Article VI, Section 6.05 (2) of the Home Rule Charter be amended to increase the time-period from 30 days to 60 days in which to file a petition for recall?
- Proposition Q: Shall Article VII, Section 7.10 of the Home Rule Charter be repealed and reserved for future use to eliminate redundancy with Article VII, Section 7.04?
- Proposition R: Shall Article VII, Section 7.20 of the Home Rule Charter be amended to provide that the city manager may appoint a tax assessor/collector for the City, or the City Council may contract with another governmental entity to perform the duties relating to the assessment and collection of property taxes to conform with state law?
- Proposition S: Shall Article IX, Section 9.01 (2) of the Home Rule Charter be amended to provide that the planning and zoning commission meet as needed rather than at least once of month?
- Proposition T: Shall Article XI, Section 11.07 Subsection (1) (b) of the Home Rule Charter be amended to correct a grammatical error?
- Proposition U: Shall Article XI, Section 11.07 (2) of the Home Rule Charter be amended to provide for the posting on the City's website of a comprehensive summary of the Charter Commission report presented to the City Council?
- Proposition V: Shall Article XIII of the Home Rule Charter setting forth the transitional provisions enacted upon the original adoption of the Charter be repealed?
- Proposition W: Shall the following sections of the Home Rule Charter be amended to provide for gender neutral language without any substantive change: Section 3.05(1), Section 3.06(1), (2) and (3), Section 3.08(1) and (2), Section 3.11, and Section 3.12 of Article III; Section 4.01 (1), (2), (3) and (5), and Section 4.03 of Article IV; Section 6.04(1), (2) and (3), Section 6.09, Section 6.11(1), (2), and (3), Section 6.12(5), and Section 6.13(1) of Article VI; Section 7.15(1) and Section 7.16 (1) and (2) of Article VII; Section 8.01 (5) of Article VIII; Section 9.03 and Section 9.04(2) of Article IX; and Section 14.03, Section 14.05, Section 14.06, and Section 14.08 of Article XIV?

POLICY CONSIDERATIONS

Title 6, Chapter 67, Section 67.004 of the Texas Local Government Code and the City of Sachse Home Rule Charter Article V, Section 5.04, requires the governing body to canvass and declare election results. Canvassing must be completed no earlier than three days after the election no later than eleven days after the election, by November 22, 2022. The City is meeting the statutory requirements.

RECOMMENDATION

Approve an ordinance canvassing the returns and declaring the results of the Special Charter Amendment Election held in the City of Sachse on November 8, 2022.

[E1 Ordinance Canvassing Charter Amendment 11-8-22 Election.pdf \(161 KB\)](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, DECLARING THE RESULTS OF THE SPECIAL ELECTION OF THE CITY OF SACHSE HELD ON NOVEMBER 8, 2022, FOR PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner, and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, it is imperative to consider the returns of the election held on November 8, 2022, for the purpose of considering returns of propositions for the issuance of amendments to the Home Rule City Charter; and

WHEREAS, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting, as canvassed and tabulated by this governing body as follows:

	EARLY VOTES CAST	BALLOTS BY MAIL	REGULAR VOTES CAST	PROVIS- IONAL BALLOTS	TOTAL VOTES CAST
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Proposition A

Shall Article II, Section 2.02 of the Home Rule Charter be amended to correct a grammatical error?

“FOR”	5,182	161	2,072	0	7,415
“AGAINST”	530	15	284	0	829

Proposition B

Shall Article III, Section 3.01 of the Home Rule Charter be amended to provide expressly for the numbering of the City Council Member places?

“FOR”	4,819	152	1,923	0	6,894
“AGAINST”	676	19	320	0	1,015

Proposition C

Shall Article III, Section 3.01 of the Home Rule Charter be amended to clarify the staggering of the dates in which the mayor and city council places are elected?

“FOR”	4,816	152	1,971	0	6,939
“AGAINST”	760	22	329	0	1,111

Proposition D

Shall the transitional provisions regarding the length of terms of the mayor and council members in Article III, Section 3.02 of the Home Rule Charter be repealed and replaced with provisions establishing term limits for the mayor and members of the City Council?

“FOR”	5,049	153	2,036	0	7,238
“AGAINST”	592	22	273	0	887

Proposition E

Shall Article III, Section 3.04 of the Home Rule Charter be amended to add the word “until” to correct a grammatical error?

“FOR”	5,111	161	2,042	0	7,314
“AGAINST”	480	15	258	0	753

Proposition F

Shall Article III, Section 3.06 (4) of the Home Rule Charter be amended to eliminate the word “uniform” to comply with state law relating to the date of a special election to fill a vacancy in the office of mayor or city council member?

“FOR”	4,827	160	1,890	0	6,877
“AGAINST”	633	14	335	0	982

Proposition G

Shall Article III, Section 3.07(i) of the Home Rule Charter be amended to provide the City Council may adopt plats, or delegate such authority to the Planning and Zoning Commission as provided by state law?

“FOR”	4,100	142	1,650	0	5,892
“AGAINST”	1,230	32	542	0	1,804

Proposition H

Shall Article III, Section 3.09 (1) of the Home Rule Charter be amended to provide that the mayor or three city councilmembers may call for a special meeting of the City Council to be held to eliminate a conflict with state law?

“FOR”	4,699	151	1,878	0	6,728
“AGAINST”	810	22	366	0	1,198

Proposition I

Shall Article III, Section 3.13 of the Home Rule Charter be amended to remove the requirement for the City Council to conduct its meetings in accordance with Roberts Rules

of Order because such Section already provides that the City Council shall determine its own order of business?

“FOR”	3,709	104	1,558	0	5,371
“AGAINST”	1,566	65	607	0	2,238

Proposition J

Shall Article III, Section 3.14 (3) of the Home Rule Charter be amended to provide for the publication ordinances in a newspaper or as otherwise allowed by law?

“FOR”	4,869	153	1,908	0	6,930
“AGAINST”	480	19	278	0	777

Proposition K

Shall Article III, Section 3.16 of the Home Rule Charter be amended to add subsection (4) to require the City code of ordinances be accessible on the City’s website?

“FOR”	5,302	166	2,146	0	7,614
“AGAINST”	230	8	124	0	362

Proposition L

Shall Article III, Section 3.18 of the Home Rule Charter be amended to provide the City Council may require bonds of municipal officers and employees who receive or pay out city funds?

“FOR”	4,260	144	1,697	0	6,101
“AGAINST”	973	22	470	0	1,465

Proposition M

Shall Article V, Section 5.02(c) of the Home Rule Charter be amended to provide a person must have resided within the City for at least 12 months prior to the date of election to conform with state law?

“FOR”	4,658	162	1,838	0	6,658
“AGAINST”	844	8	415	0	1,267

Proposition N

Shall Article VI, Section 6.04 Subsection (3) of the Home Rule Charter be amended to reduce the number of places for signatures on a petition for initiative and referendum from 20 to 10?

“FOR”	3,051	97	1,283	0	4,431
“AGAINST”	2,206	67	883	0	3,156

Proposition O

Shall Article VI, Section 6.05 (1) of the Home Rule Charter be amended to increase the time-period from 30 days to 60 days in which to file a petition for initiative and referendum?

“FOR”	4,242	144	1,690	0	6,076
“AGAINST”	1,060	24	494	0	1,578

Proposition P

Shall Article VI, Section 6.05 (2) of the Home Rule Charter be amended to increase the time-period from 30 days to 60 days in which to file a petition for recall?

“FOR”	4,072	133	1,615	0	5,820
“AGAINST”	1,232	35	562	0	1,829

Proposition Q

Shall Article VII, Section 7.10 of the Home Rule Charter be repealed and reserved for future use to eliminate redundancy with Article VII, Section 7.04?

“FOR”	4,257	124	1,677	0	6,058
“AGAINST”	790	32	392	0	1,214

Proposition R

Shall Article VII, Section 7.20 of the Home Rule Charter be amended to provide that the city manager may appoint a tax assessor/collector for the City, or the City Council may contract with another governmental entity to perform the duties relating to the assessment and collection of property taxes to conform with state law?

“FOR”	3,631	129	1,438	0	5,198
“AGAINST”	1,619	35	705	0	2,359

Proposition S

Shall Article IX, Section 9.01 (2) of the Home Rule Charter be amended to provide that the planning and zoning commission meet as needed rather than at least once of month?

“FOR”	3,738	125	1,526	0	5,389
“AGAINST”	1,647	42	662	0	2,351

Proposition T

Shall Article XI, Section 11.07 Subsection (1) (b) of the Home Rule Charter be amended to correct a grammatical error?

“FOR”	4,951	147	1,931	0	7,029
“AGAINST”	455	14	256	0	725

Proposition U

Shall Article XI, Section 11.07 (2) of the Home Rule Charter be amended to provide for the posting on the City’s website of a comprehensive summary of the Charter Commission report presented to the City Council?

“FOR”	5,027	156	1,969	0	7,152
“AGAINST”	295	7	176	0	478

Proposition V

Shall Article XIII of the Home Rule Charter setting forth the transitional provisions enacted upon the original adoption of the Charter be repealed?

“FOR”	3,525	104	1,408	0	5,037
“AGAINST”	1,288	45	556	0	1,889

Proposition W

Shall the following sections of the Home Rule Charter be amended to provide for gender neutral language without any substantive change: Section 3.05(1), Section 3.06(1), (2) and (3), Section 3.08(1) and (2), Section 3.11, and Section 3.12 of Article III; Section 4.01 (1), (2), (3) and (5), and Section 4.03 of Article IV; Section 6.04(1), (2) and (3), Section 6.09, Section 6.11(1), (2), and (3), Section 6.12(5), and Section 6.13(1) of Article VI; Section 7.15(1) and Section 7.16 (1) and (2) of Article VII; Section 8.01 (5) of Article VIII; Section 9.03 and Section 9.04(2) of Article IX; and Section 14.03, Section 14.05, Section 14.06, and Section 14.08 of Article XIV?

“FOR”	3,048	103	1,231	0	4,382
“AGAINST”	2,226	61	907	0	3,194

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

SECTION 1. Said election was duly called, that notice of said election was given in accordance with the law, and that said election was held in accordance with the law.

SECTION 2. It is determined that a majority of the votes received on the election are for the adoption of Propositions A - W and shall become a part of the City of Sachse Home Rule Charter.

SECTION 3. It is determined that Propositions A - W, allowing for an amendment by a majority of the qualified voters, shall become a part of the City of Sachse Home Rule Charter.

SECTION 4. It is further found and determined that, in accordance with the order of this governing body, the City Secretary posted written notice of the date, place, and subject of this meeting on the bulletin board located at the City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

SECTION 5. This Ordinance shall become effective from and after its passage in accordance with law.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas, on the ____ day of November 2022.

APPROVED:

Jeff Bickerstaff, Mayor

DULY ENROLLED:

Leah K Granger, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(PGS:11-10-22:TM 132265)



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	2. Conduct a public hearing to consider and act on a request for a Special Use Permit for VS Express Auto, an automobile sales use, located at 6610 Industrial Drive, within Sachse city limits.
Access	Public
Type	Action, Discussion
Fiscal Impact	No
Budgeted	No
Recommended Action	Conduct a public hearing and approve a request for a Special Use Permit for VS Express Auto, an automobile sales use, located at 6610 Industrial Drive, within Sachse city limits.

Public Content

BACKGROUND

- Special Use Permit (SUP) request for an automotive sales use
- Applicant: VS Express Auto
- Owner: Ryan Motors, Inc.
- Size: Total property is approximately 0.5 acres
- Site attributes: Existing building with supporting parking
- Current Zoning: I-1, Restricted Manufacturing and Warehousing District

OVERVIEW

At the October 10 Regular Meeting, the Planning & Zoning Commission voted 6-0 to recommend approval of the proposed SUP request.

POLICY

- An SUP is required of uses that the zoning ordinance may allow but uses that are screened and specially approved for situational suitability. The purpose of the SUP requirement is to allow the City to determine the appropriateness of a proposal.
- The subject property is currently identified as Industrial on the Future Land Use Plan, which calls for light industrial office, warehousing, assembly, and manufacturing type uses.
- The applicant has stated in their request to use the existing building on the property for an indoor automotive sales use conducted wholly within the building and by appointment only.
- Properties to the west, east, and north are all identified for Industrial uses in the Comprehensive Plan, with property to the west and north currently developed with non-residential uses.
- The Future Land Use Plan supports the SUP request, which calls for non-residential land uses.

RECOMMENDATION

Conduct a public hearing and approve a request for a Special Use Permit for VS Express Auto, an automobile sales use, located at 6610 Industrial Drive, within Sachse city limits.

[E2 Presentation_SUP VS Express.pdf \(376 KB\)](#)

[E2 Ordinance_SUP - Automotive Sales 6610 Industrial Drive.pdf \(163 KB\)](#)

Special Use Permit VS Express Auto

City Council

November 14, 2022



Request

Conduct a public hearing to consider and act on a request for a Special Use Permit for VS Express Auto, an automotive sales use, located at 6610 Industrial Drive, within Sachse city limits.



Project Information

- Request for approval of a Special Use Permit for an indoor automotive sales use
 - Applicant: VS Express Auto
 - Owner: Ryan Motors, Inc.
 - Size: Approximately 0.5 acres
 - Site Attributes: Existing building with supporting parking
 - Current Zoning: I-1, Restricted Manufacturing and Warehousing District



SUP Overview

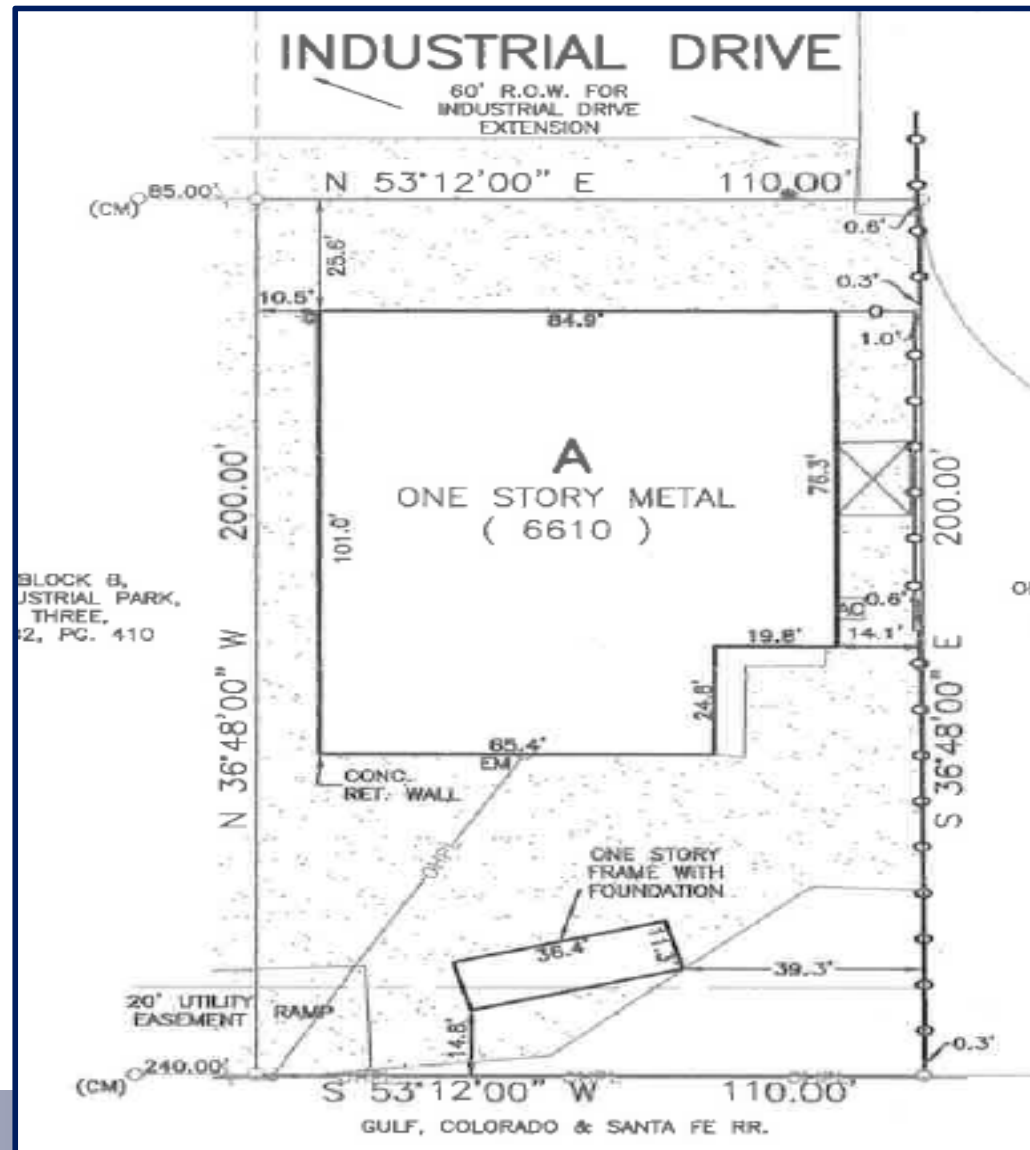
- Chapter 11 of the Sachse Code of Ordinances requires Automotive Sales uses to obtain a Special Use Permit (SUP) to legally operate in a I-1, Restricted Manufacturing District.
- An SUP is required of uses that the zoning ordinance may allow but uses that are screened and specially approved for situational suitability. The purpose of the SUP requirement is to allow the City to determine the appropriateness of a proposal.



Aerial Map



Existing Site



Recommendation

- At the October 10 Regular Meeting, the Planning & Zoning Commission voted 6-0 to recommend approval of the proposed SUP request.
- Staff recommends approval of the proposed Special Use Permit.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SACHSE, AS HERETOFORE AMENDED, BY GRANTING A SPECIAL USE PERMIT (“SUP”) TO ALLOW FOR THE LOCATION OF AN AUTOMOTIVE SALES USE ON LAND ZONED I-1 RESTRICTED MANUFACTURING AND WAREHOUSING DISTRICT (“I-1”), ON ±0.5 ACRES, LOCATED AT 6610 INDUSTRIAL DRIVE, CITY OF SACHSE, DALLAS COUNTY, TEXAS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND SHOWN IN EXHIBIT “B”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said comprehensive Zoning Ordinance and Zoning Map should be amended as provided herein;

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

SECTION 1. The Comprehensive Zoning Ordinance and Zoning Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby amended by granting a Special Use Permit (“SUP”) to allow for the location of an automotive sales use on land zoned I-1 Restricted Manufacturing and Warehousing District (“I-1”), consisting of ±0.5 acres, located at 6610 Industrial Drive, City of Sachse, Dallas County, Texas (the “Property”), and being more particularly described in Exhibit “A” and shown in Exhibit “B” attached hereto and incorporated herein.

SECTION 2. The above-described Property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, subject to the following special conditions:

- (1) The Special Use Permit shall only be for the location of an automotive sales use;
- (2) The property shall be developed in accordance with the requirements of the I-1 Restricted Manufacturing and Warehousing District (“I-1”);
- (3) In the event a conflict exists between the City’s Code of Ordinances and the Concept Plan, the Code of Ordinances shall govern the development of the Property.

SECTION 3. All provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 14th day of November, 2022.

APPROVED:

Jeff Bickerstaff, Mayor

DULY ENROLLED:

Leah K Granger, City Secretary

APPROVED AS TO FORM:

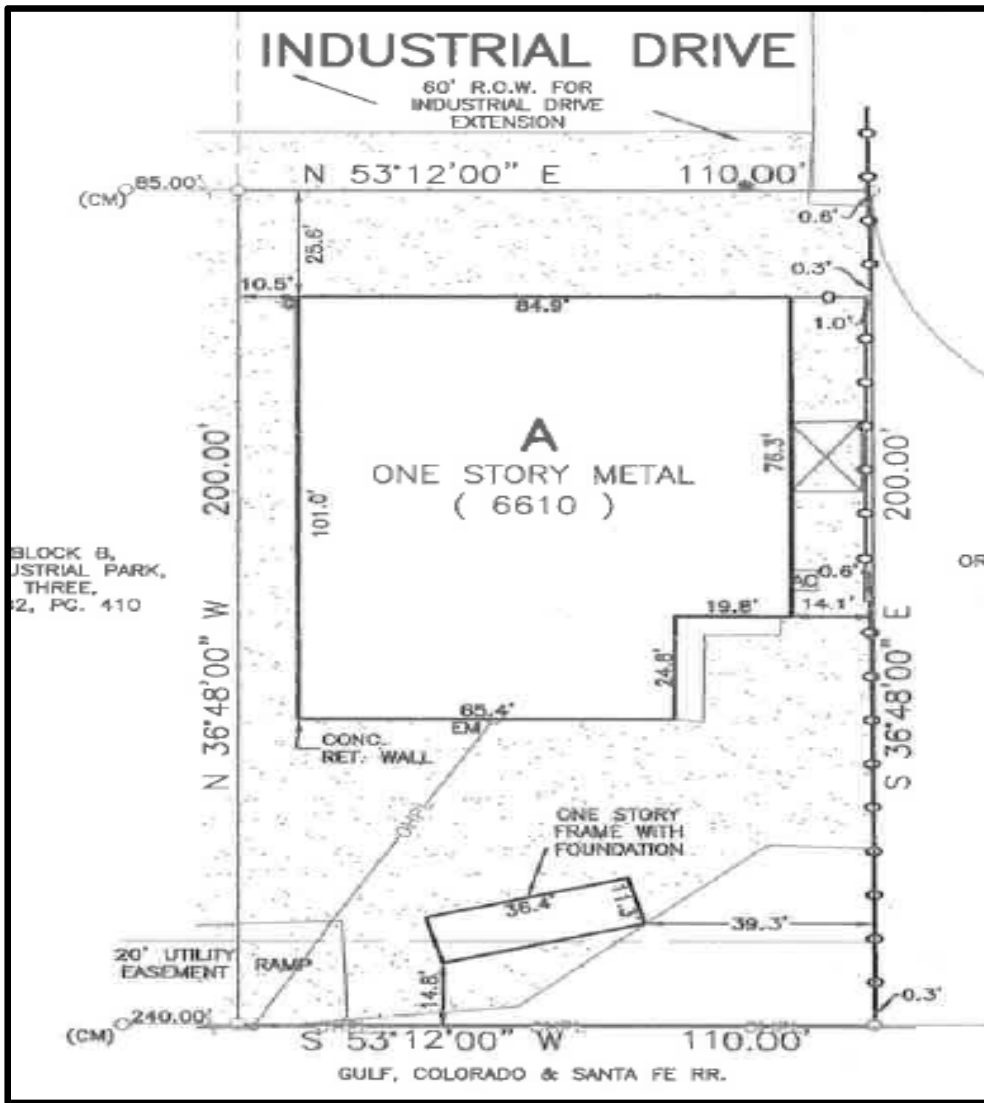
Joseph J. Gorfida, Jr., City Attorney
(06-10-2019:TM108661)

EXHIBIT “A”
Description of Property

6610 Industrial Drive, Sachse, Texas

Lot A Sachse Industrial Park, Second Installment
an addition to the City of Sachse, Dallas County, Texas as recorded in
Volume 81144, Page 1091, Map Records Dallas County, Texas.

EXHIBIT "B"





Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	3. Discuss and consider a drawdown plan for the City of Sachse's unreserved fund balance.
Access	Public
Type	Action, Discussion
Preferred Date	Nov 14, 2022
Fiscal Impact	Yes
Budgeted	No
Budget Source	Unreserved Fund Balance
Recommended Action	Discuss and consider a drawdown plan for the City of Sachse's unreserved fund balance.

Public Content

BACKGROUND

Any unexpended or surplus revenue from the City's General Fund rolls into the unreserved fund balance. It is City policy, and an established best practice, to maintain a fund balance between 25 and 35% of operating expenses for emergency operations as a "rainy day" type contingency. The City of Sachse has exceeded this targeted amount in recent years. A portion of this was intentional, as the City was planning to tackle major capital projects using excess reserves. Unfortunately, the plan to address those reserves and pursue those capital projects was halted due to COVID-19. Additionally, the City received an influx of funds from both the CARES Act and the American Rescue Plan, creating additional funding opportunities for major capital expenses above and beyond what was anticipated using the excess reserves.

City policy states that excess fund balance levels may be used to fund emergencies, nonrecurring expenditures, or major capital purchases that cannot be accommodated through the current year's budgeted revenues with Council approval. It was last estimated that there will be an excess fund balance of approximately \$6.7 million at the end of fiscal year 21-22, as presented to Council on August 15 as a part of the fiscal year 22-23 budget process. While this number will change with the close of fiscal year 21-22 financial records, current projections are that the amount of excess fund balance will increase. As a result, staff prepared a drawdown plan for Council's consideration to reduce the reserves back to the policy-designated levels.

POLICY CONSIDERATIONS

By policy, the City of Sachse sets aside in reserves 25 to 35% of the General Fund as a contingency (unreserved fund balance). The unassigned reserves exceed that targeted amount, leaving a balance of funds available for projects. City policy states that excess fund balance levels may be used to fund emergencies, nonrecurring expenditures, or major capital purchases.

RECOMMENDATION

Discuss and consider a drawdown plan for the City of Sachse's unreserved fund balance. Staff recommends lowering the amount of unreserved fund balance back to the 25 to 35% of operating expenses designated level set by policy.

[E3 Presentation_Unreserved Fund Balance 11.14.22.pdf \(1,054 KB\)](#)

General Fund Unreserved Fund Balance Drawdown

City Council
November 14, 2022



Agenda

- Reserve Policy
- General Fund Balance Analysis
- Decision-Making
- Project Details
- Next Steps



Reserve Policy

- The City:
 - Will maintain fund balance to protect credit worthiness as well as financial position during emergencies or economic fluctuations
 - May accumulate fund balances for a specific purpose and for unexpected financial opportunities
 - Shall maintain a minimum of 90 days of regular General Fund operating expenditures (25%)
- Targeted level of General Fund unassigned balance should be between 25% and 35%
- Excess fund balance levels may be used to fund emergencies, nonrecurring expenditures, or major capital purchases



General Fund Balance Analysis

Fiscal Year	Unassigned Fund Balance	% of Following Year Operating Expense	25% - 35% Target (Millions)	Excess Fund Balance (Millions)
2018	\$8,663,617	51%	\$4.3 – \$6.0	\$2.6
2019	10,432,607	57%	4.6 – 6.4	4.0
2020	10,192,769	54%	4.8 – 6.7	3.5
2021	12,798,792	61%	5.2 – 7.3	5.5
2022 Estimate*	15,600,000	64%	6.1 – 8.5	7.1
2023 Estimate	16,000,000	64%	6.3 – 8.8	7.2

Policy – Targeted level of General Fund unassigned reserves should be between 25% and 35%

**Preliminary/Unaudited*



Decision-Making

- The City is at a point where it needs to address the excess reserves
- Staff recommends using this unique opportunity to amplify the momentum of capital projects and to address issues that had not previously had funding identified
- Opportunities to address sorely-needed facility issues in addition to addressing roads/other major capital infrastructure



Project Details

- Woodbridge Parkway (\$2.6M)
- Contribution to Heritage Park (to be reimbursed by the TIRZ at a later date) (\$1.7M)
- Public Works/Parks Facility (\$2M General Fund/\$4M Utility Fund)
- Screening Walls (\$800K)

THESE ARE PRELIMINARY ESTIMATES



Current Public Works Facility



Current Public Works Facility



Current Parks Facility



Next Steps

- Discuss and provide feedback on the proposed drawdown plan
- Questions



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	4. Discuss future Long Range CIP projects.
Access	Public
Type	Discussion
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

The purpose of this item is to discuss primary capital infrastructure expansion needs identified in the Capital Improvement Plan. Staff has prepared a presentation identifying key projects and potential funding options to discuss. Staff will utilize the feedback from the City Council to further develop a long-range plan for the funding and execution of the projects identified as most important.

OVERVIEW

The City of Sachse's Capital Improvement Plan (CIP) is a road map by which the City plans and completes key short-term and long-term infrastructure and facility projects. The CIP includes maintenance and expansion projects throughout the city, including streets, public utilities, drainage, parks, facilities, and special projects.

POLICY CONSIDERATIONS

The City performs updates to the Capital Improvement Plan (CIP) on an annual basis as a part of the budget process. In addition, the City has a long-range list of capital project needs.

RECOMMENDATION

Discuss and provide feedback on the future projects and move forward into planning and discuss budgeting options to fund key projects.

[E4 Presentation_CIP FY 22-23.pdf \(271 KB\)](#)

2022-2023 Long Range Capital Improvement Plan

City Council Meeting
November 14, 2022



Overview

- Projects Under Construction
- Projects in Design
- Long Range Project Considerations
- Staff Recommendations



Projects Under Construction - Utility

Maxwell Creek Pump Station

- Reviewing shop drawings and ordering equipment (pumps, generator, communications)

Sable Hills Lift Station

- Site work paving
- Ordering pumps and generator

Public Works Pump Station

Emergency Generator

- Generator and equipment are ordered

SCADA System

- Communication and electronic equipment on order

Southeast Water Tower Lighting

- Lights are ordered
- Field work is ongoing



Projects Under Construction - Streets

Alley 2021 Project (5 Alleys)

- Paving completed

Hudson Drive Extension

- Project has been awarded
- Construction to start in November 2022

Signal Project

- All site work is completed
- Waiting on electrical cabinets and components (January 2023)
- Manufacturer has committed to providing weekly updates directly to the City Manager and Director regarding delivery

Williford Road, Blackburn/Ingram Road, and Ben Davis Road Overlay

- Scheduled to start in December 2022

Alley 2022 Project (3 Alleys)

- Project award December 2022
 - Arizona Street
 - William Street
 - Lance Lane



Projects In Design - Utility

Muddy Creek Sewer

- Design is ongoing

Vicksburg Drainage Improvements

- 60% plans completed

Sachse South Pipe Bursting Project

- Sewer expansion for Hilltop Trail, Sachse South Estates, and Ingram Road sewer

3rd Garland Sewer Connection Stabilization Project

- 90% plans are completed

Water and Sewer Master Plan Update

- Future project



Projects In Design - Streets

Merritt Road

- ROW acquisition in progress
- Ready to submit 90% plans
- Project update at December 2022 Council meeting

Bailey Road

- Preliminary design (current)
- Construction in 2023

5th Street District Improvements

Phase 1

- 60% plans completed by December 2022

Upcoming Bond Projects:

- Sachse Road Phase 2
 - Design: 2023
 - Construction: 2025
- West Creek Lane
 - Design: 2025
 - Construction: 2026
- Williford Road
 - Design: 2026
 - Construction: 2028
- Sachse Road Phase 3
 - Design: 2028
 - Construction: 2030



Long Range Project Considerations

Utilities

- All major expansion projects are underway
- Next phase will be after master plan updates
- Maintenance and rehabilitation

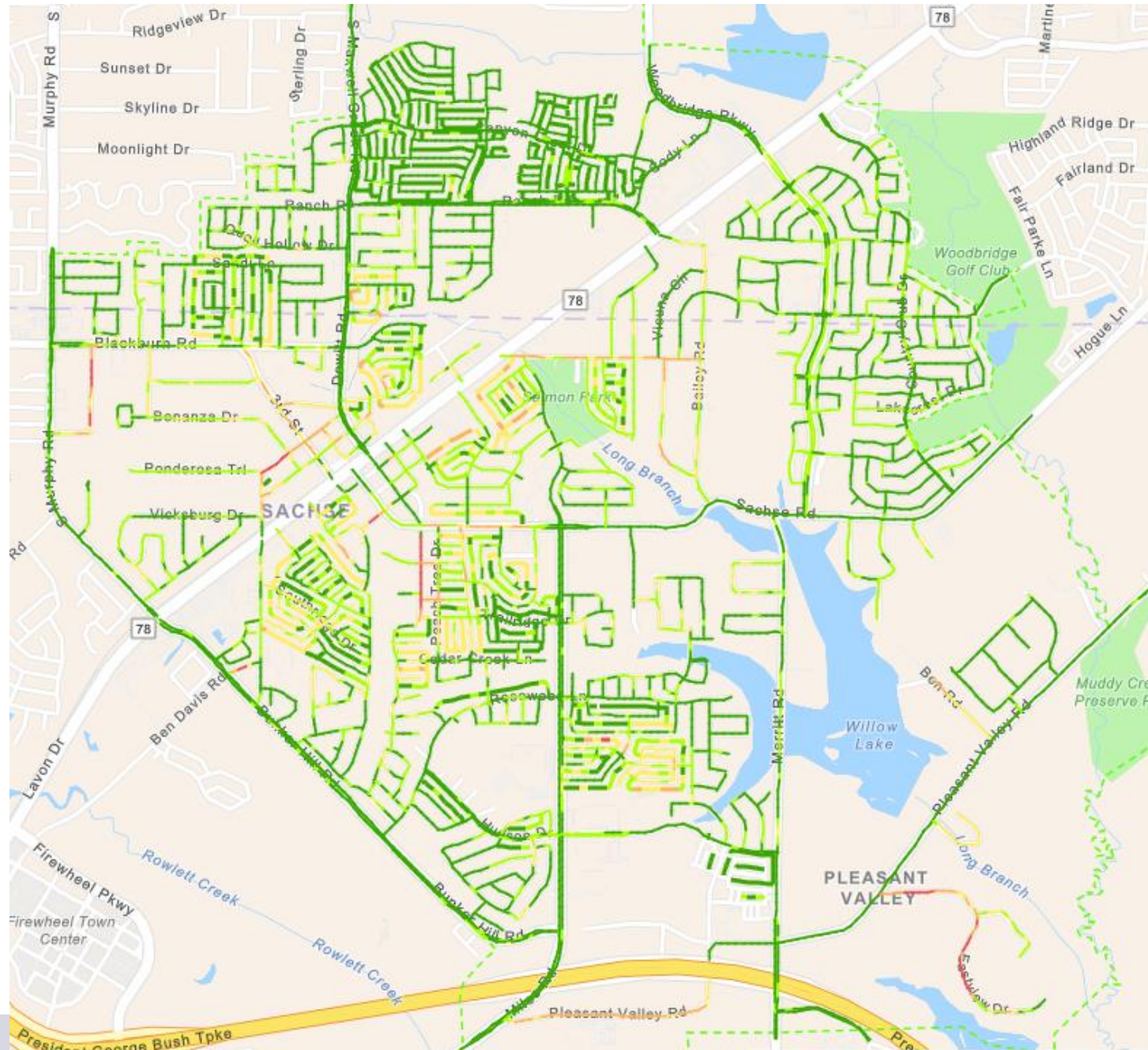
Drainage

- Addressed with major road projects
- Smaller projects will be evaluated with CIP projects or as needed

Road/Streets

- Major capital projects have been identified in the 2021 bond package
- Maintenance and rehabilitation
- Neighborhood packages
- Based on [PASER](#) scores





Staff Recommendations

- Staff recommended projects are shown based upon our current Capital Improvement Plan list presented in the FY 2022-23 Budget
- Major road and Utility Fund capital projects are currently scheduled
- Focus in upcoming years will be on improving neighborhood streets and sidewalks
- Other funding for projects may be done in combination with Street Maintenance Tax, Fund Balance, and Roadway Impact Fees as appropriate



Next Steps

- Staff is seeking discussion and feedback regarding the Long Range CIP



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	5. Consider authorizing the City Manager to negotiate and enter into a contract in the amount not to exceed Six Hundred Seventy Thousand and No/100 Dollars (\$670,000.00) with Reynolds Asphalt and Construction Co. for Williford Road, Blackburn/Ingram Road, and Ben Davis Road asphalt street repairs.
Access	Public
Type	Action, Discussion
Preferred Date	Nov 14, 2022
Fiscal Impact	Yes
Dollar Amount	670,000.00
Budgeted	Yes
Budget Source	Sufficient General Capital Projects Fund and General Fund Operating budget exists. Unbudgeted Street Maintenance Tax Fund revenue is available to complete funding of this project.
Recommended Action	Authorize the City Manager to negotiate and enter into a contract in the amount not to exceed Six Hundred Seventy Thousand and No/100 Dollars (\$670,000.00) with Reynolds Asphalt and Construction Co. for Williford Road, Blackburn/Ingram Road, and Ben Davis Road asphalt street repairs.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

The City of Sachse utilizes the PASER system to analyze and score streets based on pavement condition. This information is utilized by City staff and the City Council on an annual basis to rank streets in the community and determine which streets are in need of rehabilitation.

OVERVIEW

Staff has identified Williford Road, Blackburn/Ingram Road, and Ben Davis Road as roadways in need of major asphalt rehabilitation.

The 2022-2023 Capital Improvement Plan (CIP) included Williford Road Rehabilitation (R-23-01) for asphalt street repair. Blackburn/Ingram Road and Ben Davis Road are in need of repair but were not identified in the current CIP. Street Maintenance Tax and Street Maintenance and Operations budgets will be utilized for major repairs to these asphalt streets.

This item authorizes a temporary overlay of Williford Road to extend its useful life due to the timing associated with the Bond 2021 program. Williford will be completely reconstructed as a part of the authorized Bond 2021 program, but it will take several years to complete due to design work and staggering of other bond projects. As a result, this overlay will provide temporary relief much like the Bailey Road overlay.

The contract would be funded as follows:

Capital Project	CIP No.	Revenue Source (Status)	Fund	Funding
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Capital Project	CIP No.	Revenue Source (Status)	Fund	Funding
Williford Road Overlay	R-23-01	General Revenue (Budgeted)	Capital Projects	\$255,000
Blackburn/Ingram Road	R-23-06 (New)	Street Maintenance Tax (Unbudgeted)	Street Maintenance Tax	350,000
Ben Davis Road	N/A	General Revenue - Street Maintenance and Operations Expenditure (Budgeted)	General Fund	<u>65,000</u>
				\$670,000

Staff will return to Council before mid-fiscal year to request associated capital project and budget amendments.

POLICY CONSIDERATIONS

It is the responsibility of the City of Sachse to maintain, upgrade, and improve public roads as necessary in the City of Sachse. Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods, and services. The City Council has approved the Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie for the purchase of necessary equipment, goods, and services (Resolution No. 3360). Contract pricing from the City of Grand Prairie may be utilized by the City of Sachse for asphalt roadway improvements.

RECOMMENDATION

Authorize the City Manager to negotiate and enter into a contract in the amount not to exceed Six Hundred Seventy Thousand and No/100 Dollars (\$670,000.00) with Reynolds Asphalt and Construction Co. for Williford Road, Blackburn/Ingram Road, and Ben Davis Road asphalt street repairs.

[E5 Presentation_Major Asphalt Reconstruction.pdf \(539 KB\)](#)

Major Asphalt Rehabilitation Projects 2023

City Council

November 14, 2022

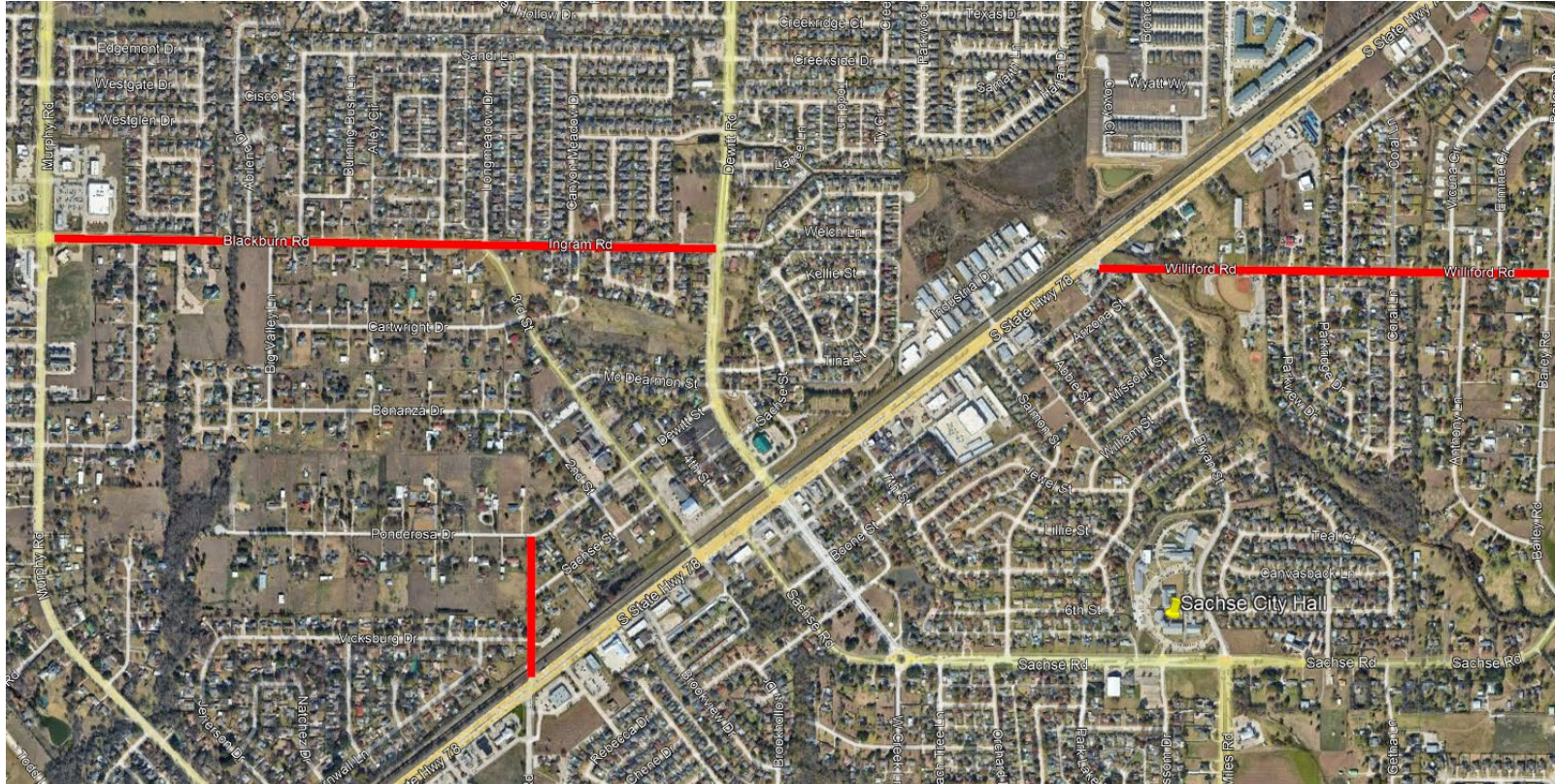


Overview

- Project Scope & Location
- Agreement Overview
- Staff Recommendation
- Next Steps



Project Scope & Location



Project Scope:

- Williford, Blackburn/Ingram and Ben Davis
- Full Depth Repair of Failed Sections
- Treatment and stabilization of subgrade
- New 2" Asphalt Pavement Overlay



Agreement Overview

- All streets will have full depth repair and new asphalt street
- City of Sachse will manage the project
- Total cost for the overlay is estimated at \$670,000
- This project is through an ILA with the City of Grand Prairie and allowed us to receive lower prices and less time than if staff conducted the bid separately

Capital Project	CIP No.	Revenue Source (Status)	Fund	Funding
Williford Road	R-23-01	General Revenue (Budgeted)	Capital Projects	\$255,000
Blackburn/Ingram Road	R-23-06	Street Maintenance Tax (Not Budgeted)	SMT	\$350,000
Ben Davis Road	N/A	Street Maintenance and Operation (Budgeted)	General Fund	\$65,000



Staff Recommendation

- Staff recommends City Council Authorize the City Manager to negotiate and enter into a contract in the amount not to exceed Six-Hundred Seventy-Thousand Dollars (\$670,000.00) with Reynolds Asphalt and Construction Co. for Williford Road, Blackburn/Ingram Road and Ben Davis Road asphalt street repairs.



Next Steps

- November
 - City Council to consider approval of a construction contract with Reynolds Asphalt
 - Pre-Construction Meeting
 - Schedule of work to be established
- December
 - Construction to begin
 - Project is anticipated to last several weeks
- January
 - Completion by the end of January





Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	6. Consider authorizing the City Manager to negotiate and execute a Fourth Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station, as approved to final form by the City Attorney.
Access	Public
Type	Action, Discussion
Preferred Date	Nov 14, 2022
Absolute Date	Nov 14, 2022
Recommended Action	Authorize the City Manager to negotiate and execute a Fourth Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station, as approved to final form by the City Attorney.
Goals	Make Sachse more prosperous through job creation and quality development that adds community value.

Public Content

BACKGROUND

Amendments are occasionally made to development agreements for a variety of reasons. This Fourth Amendment to the Development Agreement further defines several items related to the re-construction of Heritage Park, which was contemplated in the original Development Agreement that was executed between the City of Sachse and PMB in 2018.

OVERVIEW

The Council was briefed on this item during executive session. This is a Fourth Amendment to the Development Agreement that was originally authorized by the City Council in September 2018.

Note: Draft is substantially complete, but may be subject to slight modifications pending alignment with the Amended & Restated Service and Assessment Plan and as approved by the City Attorney.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to negotiate and execute a Fourth Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station, as approved to final form by the City Attorney.

[E6 Sachse Fourth Amendment to Development Agreement \(The Station\).pdf \(796 KB\)](#)

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This **FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT** (this “**Fourth Amendment**”) is executed by and between **PMB STATION DEVELOPER, LLC**, a Texas limited liability company (“**Owner**”), which shall include the current owner of the Property and its successors and permitted assigns, and the **CITY OF SACHSE, TEXAS**, a Texas home rule municipality (“**City**”) (each a “**Party**” and collectively the “**Parties**”), acting by and through their authorized representatives.

RECITALS

WHEREAS, PMB Station Land, LP, a Texas limited partnership (“**PMB Station**”) and City previously entered into that certain Development Agreement dated October 3, 2018 (the “**Original Agreement**”), relating to the development of the Property and the formation of one or more PIDs and a TIRZ on the Property; and

WHEREAS, a memorandum of the Original Agreement is recorded as Instrument Number 201900068907, in the Official Real Property Records of Dallas County, Texas; and

WHEREAS, effective August 14, 2019, PMB Station assigned all of its right, title and interest to the Original Agreement to Owner, and Owner assumed all obligations of PMB Station under the Original Agreement; and

WHEREAS, Owner and City entered into that certain First Amendment to Development Agreement dated September 4, 2019 (the “**First Amendment**”), to add approximately 15 acres of land to the Property to be governed by the Original Agreement and amend other provisions of the Original Agreement; and

WHEREAS, Owner and City entered into that certain Second Amendment to Development Agreement dated July 21, 2020 (the “**Second Amendment**”), to lease approximately 11.27 acres of the Property located at 2901 Pleasant Valley Road (the “**Existing Lease Tract**”) to Extreme Sandbox, LLC for the purpose of constructing and operating a temporary outdoor entertainment venue (“**Extreme Sandbox**”); and

WHEREAS, Owner and City entered into that certain Third Amendment to Development Agreement effective July 13, 2021 (the “**Third Amendment**”) relating to the relocation of Extreme Sandbox to the Relocation Tract (as defined in the Third Amendment) (the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are referred to herein collectively as the “**Agreement**”); and

WHEREAS, the Parties desire to further amend the Agreement to provide additional details relating to the construction of improvements to Heritage Park and the Parties’ obligations relating to the payment for such improvements.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Definitions. Unless the context requires otherwise, or otherwise defined or amended herein, the capitalized terms in this Amendment shall have the meanings set forth in the Agreement.

Section 2. Amendments. The Agreement is amended as follows:

2.1 Article I “Definitions” is amended by adding a definition for the phrases “2020 MIA PID Bonds”, “2022 IA #1 PID Bonds”, “2022 IA #2-3 PID Bonds,” “Contingency,” “Heritage Park Improvements,” “Heritage Park Improvements Budget” “SAP”, and “Soft Costs,” and amending the definition of “TIRZ” to read as follows:

2020 MIA PID Bonds means the City of Sachse, Texas Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Major Improvement Area Project).

2022 IA #1 PID Bonds means the City of Sachse, Texas Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project).

2022 IA #2-3 PID Bonds means the City of Sachse, Texas Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project).

Contingency, as referred to in the Heritage Park Improvements Budget, means funds used to pay for unanticipated additional costs relating incurred in the design and/or construction of the Heritage Park Improvements, which unanticipated costs may include costs for additional professional services for which provision was not originally made in the Heritage Park Improvements Budget which are in addition to funds budgeted for Soft Costs.

Heritage Park Improvements means the (i) buildings, (ii) furniture, (iii) fixtures, (iv) equipment, (v) landscaping and irrigation, (vi) sidewalks and trails, (vii) parking areas, (viii) bridges, (ix) water features, (x) lighting, (xi) plumbing, electrical, and other utility facilities, and (xii) other improvements to be constructed or installed by the Owner within the City’s Heritage Park, including related soft costs, pursuant to plans and specifications approved by the City prepared to be generally consistent with the Design Development Package for Heritage Park prepared by TBG Partners and Kimley Horn dated January 28, 2022, a true and correct copy of which is in the possession of both Parties, as amended or approved by the City, as modified by such amendments and revisions to such plans and specifications which will be approved by the City in accordance with the Heritage Park Improvements Budget and as generally depicted in Exhibit “J,” attached hereto and incorporated herein by reference.

Heritage Park Improvements Budget means the budget setting forth the proposed itemization of the estimated costs relating to the design and construction of the Heritage Park Improvements, including funds to be used for Contingency, attached hereto as **Exhibit “K”** and incorporated herein by reference.

SAP means the Sachse Public Improvement District No. 1 Service and Assessment Plan, adopted October 26, 2020, pursuant to City of Sachse Ordinance No. 3998, inclusive of all subsequently approved annual updates, amendments, and/or restatements.

Soft Costs, as referred to in the Heritage Park Improvements Budget, means costs incurred in designing, constructing, and installing the Heritage Park Improvements including, but not limited to, (i) fees for professional engineering, architectural, landscape architectural, surveying, land planning, and construction management services, inclusive of out-of-pocket expenses or reimbursements paid to the individuals or firms providing such professional services, and (ii) application and permit fees paid to governmental entities other than the City to obtain any permits or authorizations.

TIRZ means Reimbursement Investment Zone Number Two, City of Sachse, Texas, established pursuant to the TIRZ Act by City of Sachse Ordinance No. 3898, approved on December 3, 2018, and amended by Ordinance No. 3990, approved on September 21, 2020, and Ordinance No. ____ approved on November 14, 2022, and as may be further amended from time to time.

2.2 Section 2.05(b) is amended to read as follows:

(b) Commencement of Construction of the Heritage Park Improvements shall occur not later than the later of (i) March 31, 2023, and (ii) sixty (60) days after the City approves the final set of 100% design plans and specifications for the Heritage Park Improvements in accordance with the Heritage Park Improvements Budget. Subject to delays relating to an event of “force majeure,” as such term is defined in Section 13.11, Owner shall cause Completion of Construction of the Heritage Park Improvements not later than one (1) year after Commencement of Construction of the Heritage Park Improvements.

2.3 Article II is amended to add Section 2.13 to read as follows:

Section 2.13. Heritage Park Improvements. The Owner shall construct the Heritage Park Improvements subject to Section 2.05(b) and the following:

(a) Construction of the Heritage Park Improvements and the construction contracts relating thereto shall be subject to and comply with Article IV of this Agreement;

(b) The Parties agree the estimated cost for design and construction of the Heritage Park Improvements is \$8,722,493 as shown in the Heritage Park Improvements Budget;

(c) The initial \$4,000,000 in costs incurred relating to design and construction of the Heritage Park Improvements (the **“Initial HPI Costs”**) shall be allocated as follows in accordance with the SAP:

(i) The amount of \$1,338,096 shall be paid from PID Bond Proceeds obtained from the issuance of the 2020 MIA PID Bonds and which amount does not have to be depleted to require the applicable amount to be paid from (ii) below;

(ii) The amount of \$929,864 shall be paid from PID Bond Proceeds obtained from the issuance of the 2022 IA #1 PID Bonds, and which amount does not have to be depleted to require the applicable amount to be paid from the funds described in paragraph (i) above; and

(iii) The City shall pay **\$1,732,040** of Initial HPI Costs from funds other than PID Bond Proceeds, which amount is held in a reserved restricted account of the City.

The Parties acknowledge the total amount for the Initial HPI Costs set forth in the SAP totals \$3,999,820 of which \$180 is rounding error, which \$180 will be paid from the interest earnings from PID Bond Proceeds.

(d) Costs incurred in relation to the design and construction of the Heritage Park Improvements in excess of the Initial HPI Costs (the **“Additional HPI Costs”**) (which amount is estimated in the Heritage Park Improvements Budget to be \$3,327,317 after the incorporation of cost savings of the regional detention facilities from the Initial HPI Costs) shall only be paid after the Initial HPI Costs have been expended. Responsibility for payment of the Actual Additional HPI Costs and the source of such payments shall be as follows:

(i) The City shall pay the initial Actual Additional HPI Costs incurred, in an amount not to exceed the lesser of (i) 50% of the Actual Additional HPI Costs and (ii) \$1,677,000 (said maximum amount being 50% of the estimated Additional HPI Cost) (**“City’s Additional HPI Costs”**), which shall be held in a reserve restricted account of the City;

(ii) Following the City’s payment of the full amount of City’s Additional HPI Costs, the Owner shall pay the remainder of the Actual Additional HPI Costs incurred, not to exceed the lesser of

(i) 50% of the Actual Additional HPI Costs and (ii) \$1,677,000(**Owner's Additional HPI Costs**).

(iii) Subject to the availability of TIRZ Revenues in the TIRZ Fund and Section 7.07 of this Agreement, the Owner shall be reimbursed for the amount of Owner's Additional HPI Costs as set forth in paid invoices delivered to the City as described in Section 2.13(f)(ii) below evidencing the payment of qualified Actual Additional HPI Costs paid by the Owner, which amount shall accrue simple interest until paid calculated and paid as provided in Section 2.13(h), below; and

(iii) If the Actual Additional HPI Costs exceed \$3,354,000, the Parties agree to reduce the scope of the Heritage Park Improvements to reduce the Actual Additional HPI Costs to an amount equal to or less than \$3,354,000. The Owner shall not be responsible for the payment of Actual Additional HPI Costs exceeding the lesser of (i) \$1,677,000 and fifty percent (50%) of the Actual Additional HPI Costs. If the Actual Additional HPI Costs are less than \$3,354,000, the cost savings will be shared equally by the Parties. In such event, the City may use the excess funds held in its reserved restricted account for any other lawful purpose, and any funds deposited or restricted by the Owner for Actual Additional HPI Costs shall be released or returned to the Owner.

For purposes of this Section 2.13, "Actual Additional HPI Costs" shall be determined by the total amount to be paid (i) under all signed contracts between the Owner and third parties relating to the provision of design and/or construction services, inclusive of all payments of Soft Costs, and (ii) the amount of all invoices for materials and/or equipment purchased by the Owner directly and not by the Owner's contractor(s), relating to the design and construction of the Heritage Park Improvements and which costs items are described in the Heritage Park Improvements Budget and, in the case of materials and equipment, are reflected in the City-approved plans and specifications for the Heritage Park Improvements.

(f) Actual Additional HPI Costs shall be paid as follows:

(i) When Actual Additional HPI Costs are incurred, but not more frequently than once each calendar month, the Owner shall submit to the City a written notice in the same manner and utilizing similar forms the Owner uses to request reimbursement of PID Bond Proceeds, which notice will certify and list the Actual Additional HPI Costs that have been incurred together with records, receipts, invoices and other documents as required evidencing such incurred Actual Additional HPI Costs and the payment by the Owner of same

to the party to whom such amounts are owned (collectively, a **“Disbursement Request”**);

(ii) The City shall review the Disbursement Request and pay the requested Actual Additional HPI Costs from its reserve restricted account or deliver to the Owner written notice of any objections to the characterization of any cost incurred as an Actual Additional HPI Costs (an **“Objection Notice”**) not later than fifteen (15) business days after receipt of a Disbursement Request (the **“Objection Period”**). The City shall not object to any Actual Additional HPI Costs to the extent such are set forth in the Heritage Park Improvements Budget. The Parties shall promptly meet and confer and attempt to promptly resolve in good faith the matters contained in the Objection Notice; and

(iii) If no Objection Notice is delivered by the City to the Owner within the Objection Period, the Disbursement Request shall be deemed approved, and the City shall pay an amount equal to the requested Actual Additional HPI Costs from its reserve restricted account not later than five (5) business days after the expiration of the Objection Period, up to an amount not to exceed the amount of City’s Additional HPI Costs;

(g) Upon the City having paid in full City’s Additional HPI Costs, the City shall notify the Owner of the total amount paid from the City’s account;

(h) Following Completion of Construction of the Heritage Park Improvements, and the Owner’s provision of Disbursement Requests relating to Actual Additional HPI Costs, the Owner shall be reimbursed for the Owner’s Additional HPI Costs, plus simple interest accrued at the rate equal to the interest rate of the 2022 IA #2-3 PID Bonds. Accrual of interest on the amount of Actual Additional HPI Costs constituting Owner’s Additional HPI Costs shall commence on the date of Completion of Construction of the Heritage Park Improvements. The City shall also be reimbursed for the City’s Additional HPI Costs. Such reimbursements to the Owner and the City shall be paid solely from TIRZ Revenues available in the TIRZ Fund after the payment of all other obligations for which TIRZ Revenues are to be applied according to the final project and finance plan for the TIRZ, as amended, in the priority as set forth in Section 7.07.

(i) In order for the Owner to qualify for reimbursement of Owner’s Additional HPI Costs, the Parties shall comply with the procedures as set forth in Section 2.13(f);

(j) The City and the TIRZ Board shall determine the dates for payment of the amounts to be reimbursed to the Owner pursuant to Sections 2.13(i); provided, however, such payments shall be no less frequent than annually, with such payments being made as soon as commercially reasonable but not later than July 1, but in no case earlier than April 1 of each calendar year after receipt of the Payment Request. "Payment Request" shall mean an annual written request, in the form attached as **Exhibit "L"**, from the Owner to the City for payment of the Owner's Additional HPI Costs reimbursement, which request shall be accompanied by such other information as may be reasonably requested by the City; and

(k) Nothing in this Agreement shall be construed to obligate the City or the TIRZ Board to reimburse the Owner any portion of the Owner's Additional HPI Costs from any other source of funds other than available TIRZ Funds or to otherwise require the City to reimburse the Owner for any remaining unpaid portion of the Owner's Additional HPI Costs if there are insufficient funds in the TIRZ Fund or if the TIRZ terminates prior to the Owner being reimbursed in full for the Owner's Additional HPI Costs, including accrued interest. Upon the termination of the TIRZ, any Owner's Additional HPI Costs that remain un-reimbursed or that remain unpaid due to lack of availability of TIRZ Funds, shall no longer be considered obligations of the TIRZ, nor as an obligation of the City to reimburse to the Owner the remaining un-reimbursed balance of Owner's Additional HPI Costs and any installment thereof shall automatically expire and terminate on such date.

2.4 Section 7.07 is amended to read as follows:

Section 7.07 Tax Increment Reinvestment Zone.

(a) The City has exercised its powers under the TIRZ Act to create the TIRZ encompassing the Property and intends to adopt and approve a project and financing plan for such TIRZ pursuant to the TIRZ Act to dedicate increment in a percentage equal to \$0.36 per \$100 of property valuation of the City's ad valorem tax rate until the earlier of: (i) December 31, 2049, or (ii) the amount in the TIRZ Fund reaches \$41,921,137, to pay the costs of Public Infrastructure allowable under the TIRZ Act. The Parties intend that there shall be a total of thirty (30) annual payments of TIRZ Revenues into the TIRZ Fund unless the specified amount is met first. The date of such payments, based on timing of collections and reimbursement of assessments, may extend longer than thirty (30) years.

(b) Monies in the TIRZ Fund shall be applied in the following order of priority, and notwithstanding anything to the contrary, the City shall not enter into any agreements or consider any amendments to the final

project and finance plan for the TIRZ that would cause any other third party to receive a higher priority in the distribution of TIRZ Funds listed below without the consent of the Owner:

(i) First, to the allocation of the reasonable administrative costs of the TIRZ;

(ii) Second, to amounts required to reduce or pay a portion of any Assessments levied on the Property within the PID, to achieve an equivalent tax rate of \$3.15, including PID assessments, pursuant to the SAP, as amended or updated, for TIRZ projects, if any;

(iii) Third, payments to the Owner as reimbursement for the Station Non-PID Projects (as defined in the final project and finance plan for the TIRZ), which are estimated to cost \$2,028,326, and may be further updated to include additional Public Infrastructure as Station Non-PID Projects in accordance with the TIRZ project and finance plan;

(iv) Fourth, payments to the Owner for the Station Economic Development Grant Projects (as defined in the final project and finance plan for the TIRZ) in the form of an economic development grant to the Owner pursuant to Chapter 380, Texas Local Government Code, as amended, in the amount of \$522,065;

(v) Fifth, payments to reimburse the Owner for Owner's Additional HPI Costs, not to exceed \$1,677,000, plus simple interest as provided in Section 2.13(h);

(vi) Sixth, payments to reimburse the City for City's Additional HPI Costs, not to exceed \$1,677,000; and

(vii) Seventh, any future agreements the City may enter into that do not change the order listed above.

2.5 The Agreement is amended by adding attached hereto as Exhibit "J" "Heritage Park Plan Modifications Exhibit", Exhibit "K" "Heritage Park Improvements Budget", and Exhibit "L" "Actual Additional HPI Cost Reimbursement Request Form" to read as set forth in Attachment 1, Attachment 2, and Attachment 3, respectively, attached hereto as and incorporated herein by reference.

Section 3. Amendment Effective Date. This Fourth Amendment shall be effective on the date it bears the signatures of authorized representatives of each of the Parties, whether appearing on the same document or in identical counterparts.

Section 4. Counterparts. This Fourth Amendment may be signed by the Parties in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same document.

Section 5. Ratification of Agreement. Except as amended by this Fourth Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect.

(signature page to follow)

SIGNED AND AGREED this ____ day of November 2022.

CITY OF SACHSE

By: _____
Gina Nash, City Manager

ATTEST:

By: _____
Leah Granger, City Secretary

APPROVED AS TO FORM:

By: _____
Joseph G. Gorfida, Jr., City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of November 2022, by Gina Nash, City Manager of the City of Sachse, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

SIGNED AND AGREED this ____ day of November 2022.

OWNER:

**PMB STATION DEVELOPER, LLC,
a Texas limited liability company**

By: PMB STATION LAND, LP,
a Texas limited partnership, Manager

By: PMB Station Land GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
K. Taylor Baird, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of November 2022, by K. Taylor Baird, Manager of PMB Station Land GP, LLC, a Texas limited liability company and General Partner of PMB Station Land, LP, a Texas limited partnership and Manager or PMB Station Developer, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Attachment 1

Exhibit “J” “Heritage Park Plan Modifications Exhibit”



Attachment 2

Exhibit “K” “Heritage Park Improvements Budget”

HERITAGE PARK BUDGET ESTIMATE

HARD COSTS				
Item Description	Unit	Quantity	Unit Price	Total
Contractor General Conditions	LS	1	\$656,241	\$ 656,241
Grading, Site Work, Erosion Control & Civil Utility Improvements	LS	1	\$496,223	\$ 496,223
Parking Lot (Subgrade, Pmnt, Cuts, Sleeves, Striping, Electrical/Lighting)	SF	27,886	\$11.84	\$ 330,236
Pedestrian Bridge Estimate	EA	2	\$184,748	\$ 369,495
Boardwalk and Furnishings	LS	1	\$402,890	\$ 402,890
Train Track Splash Pad (Includes Water Features, Surfacing, Drainage)	LS	1	\$497,985	\$ 497,985
Pavilion and Restroom Building Allowance	Allow	1	\$327,227	\$ 327,227
Site Furniture (Chairs, Benches, Trash Cans, Etc.)	LS	1	\$89,440	\$ 89,440
Custom Water Tower Playground Feature	EA	1	\$330,000	\$ 330,000
Custom Train Playground Feature	EA	1	\$360,000	\$ 360,000
Miscellaneous Playground Equipment (Includes Shipping & Installation)	LS	1	\$426,432	\$ 426,432
Playground Subbase & Surfacing Allowance (PIP, Wood Fiber, Artificial Turf)	Allow	1	\$273,075	\$ 273,075
Shade Sail Estimate	SF	2,500	\$40.00	\$ 100,000
Trail System Flatwork Allowance	Allow	1	\$271,252	\$ 271,252
Amphitheater Stonework & Walls	LS	1	\$73,545	\$ 73,545
Vertical Stone Slab Wall	LF	445	\$481.35	\$ 214,200
Stepped Stone Slab Wall	LF	965	\$210.00	\$ 202,650
Retaining Wall Allowance	Allow	1	\$41,225	\$ 41,225
Landscape Boulders	Tons	417	\$240.00	\$ 100,080
Landscape (Sod, Seed, Planting, Trees)	LS	1	\$402,152	\$ 402,152
Irrigation System Allowance	Allow	1	\$565,000	\$ 565,000
Park Electrical and Lighting Allowance	Allow	1	\$204,510	\$ 204,510
General Contractor Profit	LS	1	\$606,047	\$ 606,047
HARD COST SUBTOTAL				7,339,906
SOFT COSTS				
Item Description	Unit	Quantity	Unit Price	Total
Professional Fees	LS	1	\$355,000	\$ 355,000
Construction Management Fee	PER	4%	\$7,339,906	\$ 293,556
SOFT COST SUBTOTAL				648,556
Contingency	LS	1	\$733,991	\$ 733,991
TOTAL HERITAGE PARK BUDGET ESTIMATE			\$	8,722,493

Attachment 3

Exhibit "L" "Actual Additional HPI Cost Reimbursement Request Form"

The undersigned is an agent for _____ ("Owner") and requests reimbursement for Actual Additional HPI Costs in the amount of _____ (\$_____) for labor, materials, fees and/or other general costs related to the design and/or construction of the Heritage Park Improvements. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Development Agreement between Owner and City effective October 3, 2018, as amended (the "Development Agreement").

In connection to the above-referenced payment, Owner represents and warrants to City as follows:

1. The undersigned is a duly authorized officer of Owner, is qualified to execute this Actual Additional HPI Cost Reimbursement Request on behalf of Owner and is knowledgeable as to the matters set forth herein.
2. The payment requested for the Heritage Park Improvements has not been the subject of any prior payment request submitted for the same work to City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Heritage Park Improvements is a true and accurate representation of the Actual Additional HPI Costs associated with the design, installation and/or construction of said Heritage Park Improvements, and such costs are in compliance with the Development Agreement and consistent with the Heritage Park Improvements Budget.
4. Owner is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, Owner Continuing Disclosure Agreement, Development Agreement (as defined in the Reimbursement Agreement), and the SAP.
5. Owner is current on all ad valorem property taxes and PID assessments on property owned by Owner within the PID.
6. The work with respect to the Heritage Park Improvements referenced below (or its completed segment) has been completed, and City has inspected such Heritage Park Improvements (or its completed segment).
7. Owner agrees to cooperate with City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for City to complete said review.
8. Owner confirms that payment of the amounts requested in this Actual Additional HPI Cost Reimbursement Request, taking into account all prior payments for Heritage Park Improvements and the amount of work related to the Heritage Park Improvements remaining to be completed as of the date of this Actual Additional HPI Cost Reimbursement Request will not exceed the total amount to be paid in Actual Additional HPI Costs.

Payments requested hereunder shall be made as directed below:

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

[Information regarding Payee, amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

OWNER:

**PMB STATION DEVELOPER, LLC,
a Texas limited liability company**

By: PMB STATION LAND, LP
a Texas limited partnership, Manager

By: PMB Station Land GP, LLC,
a Texas Limited liability company,
its General Partner

By: _____
K. Taylor Baird, Manager

APPROVAL OF REQUEST BY CITY

City is in receipt of and acknowledges the attached Actual Additional HPI Cost Reimbursement Request, acknowledges that the Heritage Park Improvements (or its completed segment) covered by said certificate have been inspected by City and otherwise finds the Actual Additional HPI Cost Reimbursement Request to be in order. After reviewing the Actual Additional HPI Cost Reimbursement Request, City approves the Actual Additional HPI Cost Reimbursement Request and authorized payment to Owner or to any person designated by Owner from the funds from which such payments are to be made in accordance with the Development Agreement.

CITY OF SACHSE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____, 202__



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	7. Conduct a public hearing to receive public input on a proposed ordinance amending Ordinance No. 3898, establishing Tax Increment Financing Reinvestment Zone Number Two of the City of Sachse, Texas, as amended, increasing the percentage of the City's tax increment contribution to the tax increment fund and take appropriate action.
Access	Public
Type	Action, Discussion
Preferred Date	Sep 19, 2022
Absolute Date	Sep 19, 2022
Recommended Action	Conduct a public hearing to receive public input on a proposed ordinance amending Ordinance No. 3898, establishing Tax Increment Financing Reinvestment Zone Number Two of the City of Sachse, Texas, as amended, increasing the percentage of the City's tax increment contribution to the tax increment fund and take appropriate action.

Public Content

BACKGROUND

The ordinance creating Tax Increment Reinvestment Zone (TIRZ) No. 2 for The Station was approved by the City Council in 2018. That ordinance provides for a percentage contribution of the tax increment (being the difference in property taxes generated in 2018 and the current tax year). Pursuant to the Development Agreement between the City of Sachse and PMB Capital Investments (also executed in 2018), the City's tax increment contribution is to be used to buy-down the public improvement district assessments against property within the Zone. That arrangement indicates that the City will use a portion of the TIRZ No. 2 revenue to buy down the overall tax stack for properties within the Public Improvement District (PID) No. 1 to equal a rate of \$3.15. Since the City Council voted to adopt a lower tax rate of \$0.650416 per one hundred dollars (\$100) assessed valuation at its September 6, 2022, meeting relating to the 2022 tax year, this action is required to adjust the proportionate buy-down of the tax stack to remain consistent with the terms of the Development Agreement.

The TIRZ Board will meet prior to the Regular City Council meeting on November 14 to review the Amended and Restated Final Project and Finance Plan and make a recommendation to the City Council.

OVERVIEW

This item was opened at the October 17 regular City Council meeting and continued to the November 14 regular City Council meeting.

POLICY CONSIDERATIONS

The purpose of this item is to conduct a public hearing to consider changing the percentage of the City's tax increment to be contributed to the TIRZ funds from 50% to 55% that are used to buy-down the tax stack in the PID in response to the recently adopted tax rate of \$0.650416 per one hundred dollars (\$100) assessed valuation. The City Council approved Resolution No. 4074 calling for the public hearing to be conducted at its September 19, 2022, regular City Council meeting.

RECOMMENDATION

Conduct a public hearing to receive public input on a proposed ordinance amending Ordinance No. 3898, establishing Tax Increment Financing Reinvestment Zone Number Two of the City of Sachse, Texas, as amended, increasing the percentage of the City's tax increment contribution to the tax increment fund and take appropriate action.

E7 2022-11-03_SAC_TIRZ_2_A&R Plan_v2.pdf (7,688 KB)

E7 Sachse Ord Amending City Contribution Percentage for TIRZ No.pdf (81 KB)



REINVESTMENT ZONE NUMBER TWO,
CITY OF SACHSE, TEXAS
AMENDED AND RESTATED
FINAL PROJECT AND FINANCE PLAN
OCTOBER 17, 2022

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SECTION 1: DEFINITIONS

Capitalized terms used in this Amended and Restated Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Amended and Restated Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Amended and Restated Plan or an Exhibit attached to and made a part of this Amended and Restated Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, Tax Increment Financing Act.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

“**Appraisal District**” means the Dallas Central Appraisal District.

“**Amended and Restated Plan**” means this *Reinvestment Zone Number Two, City of Sachse, Texas Amended and Restated Final Project and Finance Plan*.

“**Apollo Agreement**” means the agreement for the development of the Apollo Property entered into between the City and the Apollo Developer, as amended from time to time.

“**Apollo Developer**” means Evolve Biologics (USA) Inc., and any successor owner of the Apollo Property in the Zone or any portion thereof that intends to develop the Apollo Property in the Zone.

“**Apollo Projects**” means the Apollo Grant to be funded by the Apollo 380 Grant Fund Account, as detailed on **Exhibit C**.

“**Apollo Property**” means the approximate 11.266 acres of land located within the Zone owned by the Apollo Developer, and depicted on **Exhibit A-2**.

“**Apollo Grant**” means an annual amount equal to fifty percent (50%) of the property tax revenue generated from the Apollo Property for the earlier of (1) ten years or (2) a maximum reimbursement of \$2,700,000. Upon the Apollo Grant being satisfied, the entire City TIRZ Increment shall be deposited into the TIRZ Fund, and the Apollo 380 Grant Fund account shall be terminated.

“Apollo 380 Grant Fund Account” means the TIRZ Fund account that corresponds to the Apollo Property, which shall be responsible for paying the Apollo Projects.

“Board” means the Board of Directors for the Zone.

“Captured Appraised Value” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“City” means the City of Sachse, Texas.

“City Council” means the governing body of the City.

“City TIRZ Increment” means the portion of the City’s ad valorem tax increment equal to fifty-five and thirty-fifth hundredths percent (55.35%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone.

“Creation Ordinance” means Ordinance No. 3898 adopted by the City Council on December 3, 2018, designating the creation of the Zone and the Board.

“Final Plan” means the *Reinvestment Zone Number Two, City of Sachse, Texas Final Project and Finance Plan* approved by the City Council on October 26th, 2020.

“Feasibility Study” means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit E**.

“Heritage Park Improvements” means those costs, in whole or in part, related to the construct, operation, and maintenance of Heritage Park, as financed by either the City or Station Developer.

“Maximum Contribution” means \$41,921,137 the maximum amount that the Zone shall contribute into the TIRZ Fund.

“Non-Project Costs” means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as detailed on **Exhibit B**.

“Preliminary Plan” means the *Reinvestment Zone Number Two, City of Sachse, Texas Preliminary Project and Finance Plan* approved by the City Council on November 15, 2018.

“Project Costs” means the total costs for projects in the Zone, including the Station PID Projects, Station Non-PID Projects, Station Economic Development Grant Projects, Apollo Projects, Heritage Park Improvements, and the Administrative Costs, as shown on **Exhibit C**.

“Property” means 170.686 acres of land as depicted on **Exhibit A** and identified on **Exhibit F**.

“Public Improvements” means the proposed public improvements to be financed by the Zone, which includes streets, water, storm drainage, sanitary sewer, professional services, landscaping, and economic development grants, which infrastructure is depicted on **Exhibit H**, and detailed on **Exhibit C**.

“Station Developer” means PMB Station Developer, LLC, a Texas limited liability company, and any successor owner of the Station Property in the Zone or any portion thereof that intends to develop the Station Property in the Zone.

“Station Development Agreement” means the agreement for the development of the Station Property entered into between the City and PMB Station Land, LP, as predecessor in interest to the Station Developer, dated as of October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021, and October 17, 2022, and as amended from time to time.

“Station Economic Development Grant Projects” means those projects funded by the Zone, pursuant to one or more economic development agreement(s) pursuant to Chapter 380, Texas Local Government Code, as amended, to provide a grant as consideration for projects benefitting the Station Property, but not eligible as public infrastructure under the Chapter 372, Texas Local Government Code, as amended, as detailed on **Exhibit C**.

“Station Non-PID Projects” means those projects funded by the Zone, pursuant to one or more reimbursement agreement(s) for projects benefitting the Station Property, but not included in the Station PID SAP.

“Station PID” means Sachse Public Improvement District No. 1.

“Station PID Projects” means those public improvements to be funded in part or in whole by the Station PID, as detailed on **Exhibit C**.

“Station PID SAP” means the Sachse Public Improvement District No. 1 Amended and Restated Service and Assessment Plan, as amended and updated from time to time.

“Station Property” means the approximate 159.42 acres of land located within the Zone.

“Tax Increment Base” means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

“TIRZ Credit to the Station PID” means the annual offset on a parcel-by-parcel basis to property within the Station PID, as described in the Station PID SAP.

“TIRZ Fund” means the tax increment fund created by the City and segregated from all other funds of the City.

“Zone” means Reinvestment Zone Number Two, City of Sachse, Texas, as depicted on **Exhibit A**, and parcels identified on **Exhibit F**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, provide grants, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 The Zone

On December 3, 2018, the City Council approved the Creation Ordinance, creating the Zone which initially included approximately 157.664 acres of land. On September 21, 2020, after due process the Creation Ordinance was amended by Ordinance No. 3990 to incorporate into the Zone an additional 14.933 acres. In total, the Zone consists of 170.686 acres as described by metes and bounds on **Exhibit F** and depicted on **Exhibit A**. The Property was primarily owned by the Station Developer at the time of creation. The Property is currently zoned as, and subject to the use and development regulations of the PGBT Zoning District, which authorizes the development of residential, mixed use, retail, office, and office flex uses. The Property at the time of creation of the Zone was undeveloped. Development of the Property is well underway, and, due to its size, location, and physical characteristics, further development of the Property will not occur in the foreseeable future solely through private investment. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Amended and Restated Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared the Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed shall be determined by this Amended and Restated Plan, which requires approval by the Board and by the City Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council considered the Creation Ordinance and the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
- 2) that the Zone was feasible,
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board reviewed the Final Plan and recommended its approval to the City Council. The Board has reviewed this Amended and Restated Plan and recommend its approval to the City Council pursuant to which the City shall contribute the City TIRZ increment into the TIRZ Fund to pay a portion of the Project Costs benefiting the Zone.

2.7 Council Action

2.7.1 Station Development Agreement

On October 13, 2018, the City Council and Developer entered into the Station Development Agreement, as amended, pursuant to which the Developer shall construct, or cause to be constructed certain public infrastructure within the Zone.

2.7.2 Boundary Amendment

On September 21, 2020 the City Council approved Ordinance No. 3990 to expand the boundary of the Zone to include 14.933 additional acres.

2.7.3 Final Plan

On October 26, 2020, the City Council considered the recommendations of the Board and approved Ordinance No. 4000, which approved the Final Plan.

2.7.4 Apollo Agreement

On June 7, 2021, the City Council authorized the City Manager to execute the Apollo Agreement with the Apollo Developer regarding economic development disbursements from the Zone.

2.7.5 Amended and Restated Plan

On October 17, 2022, the Board reviewed, and recommended to the City Council this Amended and Restated Plan, which amends and restates the Final Plan in its entirety. The City Council shall

consider this Amended and Restated Plan pursuant to which the City will contribute the City TIRZ Increment into the TIRZ Fund to fund the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently located in Dallas County, Texas, and the corporate limits of the City and is subject to the use and development regulations of the City's PGBT Zoning District. The Property was undeveloped when the Zone was created, and the majority of the Property remains underdeveloped and undeveloped. Currently, development has commenced throughout the Zone, and will require extensive public infrastructure that (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include residential, mixed-use, medical manufacturing, retail, office, and office flex, as shown on **Exhibit G**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and is subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of this Amended and Restated Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop the Zone but will not be financed by the Zone, and will be financed by private funds. The list of Non-Project Costs is shown on **Exhibit B**, and are estimated to be approximately \$172,509,590.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

- i. **Station PID Projects**
 - a. Public Improvements funded in part or in whole by the Station PID via debt issuances as further described in the Station PID SAP, as identified on **Exhibit C**.
- ii. **Station Non-PID Projects**
 - a. To be constructed by the Station Developer, and reimbursed from available revenue from the TIRZ Fund subject to one or more TIRZ agreements, as identified on **Exhibit C**.
- iii. **Station Economic Development Grant Projects**
 - a. To the Station Developer from available revenue from the TIRZ Fund as an economic development grant subject to one or more TIRZ economic development agreements, and identified on **Exhibit C**.
- iv. **Apollo Projects**
 - a. means the Apollo Grant to be funded by the Apollo 380 Grant Fund Account, as detailed on **Exhibit C**.
- v. **Heritage Park Improvements**
 - a. To reimburse the Station Developer and the City for eligible public improvements related to the construction and maintenance of Heritage Park, subject to the terms of the Station Development Agreement, and generally depicted on **Exhibit C**.

7.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending this Amended and Restated Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total Project Costs are estimated to be \$36,225,092, as shown below and detailed on **Exhibit C**. The costs of the Public Improvements are estimated to be \$35,801,297, and the Administrative Costs are estimated to be \$423,794.

- i. **Administrative Costs**
 - a. The Administrative Costs are estimated to be \$10,000 per year beginning 2020 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.
- ii. **Station PID Projects**
 - a. The total Station PID Project costs are estimated to be \$27,196,906, as shown on **Exhibit C**.
- iii. **Station Non-PID Projects**
 - a. The total Station Non-PID Project costs are estimated to be \$2,028,326, as shown on **Exhibit C**.
- iv. **Station Economic Development Grant Projects**
 - a. The total Station Economic Development Grant Projects costs are estimated to be \$522,065, as shown on **Exhibit C**.
- v. **Apollo Projects**
 - a. The total Apollo Projects are estimated to be \$2,700,000, as shown on **Exhibit C**.
- vi. **Heritage Park Improvements**
 - a. The total Heritage Park Improvements costs are estimated to be \$3,354,000, as shown on **Exhibit C**.

8.2 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs of the Public Improvements will be incurred between 2021 and 2050, as shown on **Exhibit D**.

SECTION 9: ECONOMIC FEASIBILITY

The Feasibility Study focuses on only direct financial benefits (i.e. ad valorem tax revenues from development in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$82,292,212 in total new real property tax revenue for the City. It is estimated approximately

\$45,539,031 will be deposited into the TIRZ Fund to pay for the Project Costs over the life of the Zone. The remaining real property tax revenue over that period, estimated at \$36,753,181 shall be retained by the City.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is \$2,900,729 as confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone, less the Tax Increment Base.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$597,955,178, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate the annual City TIRZ Increment.

SECTION 12: METHOD OF FINANCING

Pursuant to the Apollo Agreement, the City has agreed to provide the Apollo Grant to the Apollo Developer. The City TIRZ Increment generated from the Apollo Property will be held in the Apollo 380 Grant Fund Account within the TIRZ Fund and distributed annually as an economic development grant to the Apollo Developer. Upon the satisfaction of the incentive to the Apollo Developer, the remaining City TIRZ Increment generated from the Apollo Property will be used at the discretion of the City.

Pursuant to the Station Development Agreement, the City has created the Station PID and financed the Station PID Projects in part by the City via the issuance of bonds and has/will/shall construct or cause to be constructed the Station PID Projects portions of which will be financed

via the TIRZ Credit to the Station PID. This is described in greater detailed within the Station PID SAP.

This Amended and Restated Plan obligates the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to fifty-five and thirty-fifth hundredths (55.35%) of the City TIRZ Increment levied and collected which is equal to \$.36 per \$100 of assessed value.

Annually, funds deposited into the TIRZ Fund, other than the City TIRZ Increment deposited into the Apollo 380 Grant Fund Account, shall be applied in the following order:

1. First, to the allocation of the reasonable Administrative Costs of the Zone;
2. Second, to amounts required to reduce or pay a portion of any Station PID Assessments levied on the Property within the Station PID, to achieve an equivalent overlapping tax rate of \$3.15, including Station PID Assessments, pursuant to the Station PID SAP, as amended or updated, for TIRZ Projects, if any;
3. Third, payments to the Station Developer as reimbursement for the Station Non-PID Projects, which are estimated to costs \$2,028,326;
4. Fourth, payments to the Station Developer for the Station Economic Development Grant Projects in the form of an economic development grant to the Station Developer pursuant to Chapter 380, Texas Local Government Code, as amended, in the amount of \$522,065;
5. Fifth, payments to reimburse the Station Developer for its fifty percent (50%) share of the Heritage Park Improvements, up to \$1,677,000, plus simple interest per the terms of the Station Development Agreement;
6. Sixth, payments to reimburse the City for its fifty percent (50%) share of the Heritage Park Improvements, up to \$1,677,000;
7. Seventh, any future agreements the City may enter into that do not change the order listed above.

The aggregate amount of revenue contributed to the TIRZ Fund will not exceed the Maximum Contribution; provided, however, the Maximum Contribution may be increased from time to time at the discretion of the City Council, through amendments to this Amended and Restated Plan to include additional Project Costs.

Payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with this Amended and Restated Plan up to the Maximum Contribution. The City may amend this Amended and Restated Plan in compliance with the Station Development Agreement, and Apollo Agreement, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone commenced at the creation of the Zone, and shall continue for thirty-two (32) years until December 31, 2049, with the last payment being deposited into the TIRZ Fund by September 1, 2050 unless otherwise terminated in accordance with the TIRZ Creation Ordinance.

13.2 Termination

The Zone will terminate prior to the duration described in Section 13.1, if the Maximum Contribution has been deposited into the TIRZ Fund prior to the expiration of the Zone. The City shall have no obligation to continue to make deposits to the TIRZ Fund and the Zone shall terminate unless the City elects to extend the term pursuant to the Act. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Amended and Restated Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Amended and Restated Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Parcel Identification
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements

EXHIBIT A – MAP OF THE ZONE

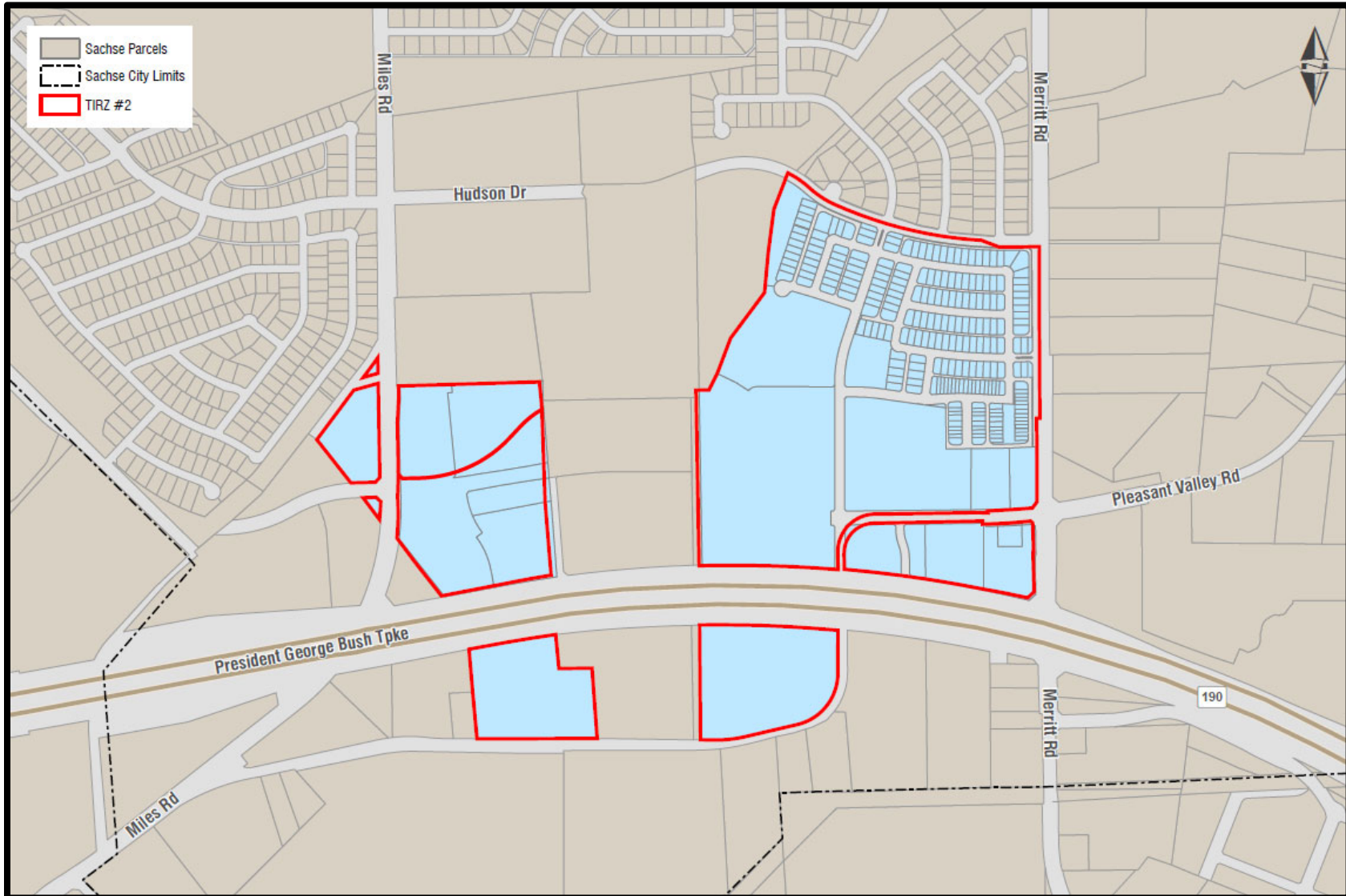


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Two, City of Sachse Non-Project Costs						
Land Use	Units/ Sq. Ft.	Lot Value		Buildout Value		Total Non- Project Costs
		Per Unit	Total	Per Unit	Total	
Single Family	214	\$ 84,797	\$ 18,146,558	\$ 383,126	\$ 81,988,964	\$ 63,842,406
Townhomes	59	\$ 53,198	\$ 3,138,682	\$ 255,964	\$ 15,101,876	\$ 11,963,194
Multifamily	790	\$ 81,637	\$ 64,493,230	\$ 170,000	\$ 134,300,000	\$ 69,806,770
Commercial 1	15,688	\$ 137	\$ 2,144,393	\$ 191	\$ 3,000,330	\$ 855,937
Commercial 2	206,607	\$ 150	\$ 31,013,777	\$ 210	\$ 43,393,668	\$ 12,379,891
Commercial 3	346,472	\$ 99	\$ 34,221,039	\$ 138	\$ 47,882,430	\$ 13,661,391
Total Non-Project Costs						\$ 172,509,590

EXHIBIT C – LIST OF PROJECT COSTS

Item	Cost
Station PID Projects¹	
Station Blvd/Bunker Hill Road	\$ 4,760,490
Hudson Road	\$ 554,522
Merritt Road	\$ 264,152
Commons Parkway/Street A	\$ 558,736
Heritage Park Improvements	\$ 2,267,960
Regional Detention	\$ 884,774
Master Water Line Extension	\$ 181,928
Master Sewer Main Extension - Line A	\$ 210,692
Master Sewer Main Extension - Line B	\$ 8,228
Master Entry Monumentation/Artwork (TBD)	\$ 295,325
Public Collector Road B/Street B	\$ 424,897
Soft Costs	\$ 3,062,575
Public Parking and In-Tract Improvements/Public Parking Area	\$ 496,770
Phase 1 SF/East Tract	\$ 5,146,352
Additional Heritage Park Improvements	\$ 339,906
Street	\$ 3,951,569
Water	\$ 691,934
Sewer	\$ 618,443
Storm Drainage	\$ 922,076
Miscellaneous	\$ 1,555,576
Subtotal	\$ 27,196,906
Station Non-PID Projects²	
Commons Parkway Civil Improvements	\$ 38,621
Phase 1 Public Parking and In-Tract Improvements	\$ 477,740
Future Public Parking and In-Tract Improvements	\$ 951,201
Future Mixed-Use #1 Civil Site Improvements	\$ 451,391
Future Mixed-Use #2 Civil Site Improvements	\$ 109,373
Subtotal	\$ 2,028,326
Station Economic Development Grant Projects²	
Economic Development Grant	\$ 522,065
Subtotal	\$ 522,065
Apollo Projects³	
Apollo Grant	\$ 2,700,000
Subtotal	\$ 2,700,000
Heritage Park Improvements	
Reimbursement to Developer ⁴	\$ 1,677,000
Reimbursement to City	\$ 1,677,000
Subtotal	\$ 3,354,000
Administrative Costs	\$ 423,794
Total Project Costs	\$ 36,225,092

Notes:

- (1) As identified in the Station PID SAP.
- (2) To be identified in one or more future TIRZ agreement(s).
- (3) Pursuant to the Apollo Agreement.
- (4) Developer to be reimbursed with simple interest per terms of the Station Development Agreement, as amended.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Two, City of Sachse, TX Estimated Timeline of Incurred Project Costs								
TIRZ Term	Year	Project Costs						
		Admin. Costs	TIRZ Credit to the PID	Apollo Projects ¹	Station Non- PID Projects ²	Station ED Grant ²	Developer Heritage Park Reimbursement ³	City Heritage Park Reimbursement
Base	2018							
1	2019							
2	2020	\$ 10,000						
3	2021	\$ 10,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	2022	\$ 10,404	\$ 29,571	\$ -	\$ -	\$ -	\$ -	\$ -
5	2023	\$ 10,612	\$ 177,004	\$ -	\$ 274,938	\$ -	\$ -	\$ -
6	2024	\$ 10,824	\$ 210,191	\$ -	\$ 307,033	\$ -	\$ -	\$ -
7	2025	\$ 11,041	\$ 273,262	\$ 104,928	\$ 378,791	\$ -	\$ -	\$ -
8	2026	\$ 11,262	\$ 493,628	\$ 216,486	\$ 463,409	\$ -	\$ -	\$ -
9	2027	\$ 11,487	\$ 589,419	\$ 220,816	\$ 559,363	\$ -	\$ -	\$ -
10	2028	\$ 11,717	\$ 589,419	\$ 220,816	\$ 44,793	\$ 522,065	\$ 52,361	\$ -
11	2029	\$ 11,951	\$ 589,419	\$ 220,816	\$ -	\$ -	\$ 674,584	\$ -
12	2030	\$ 12,190	\$ 589,419	\$ 225,232	\$ -	\$ -	\$ 700,072	\$ -
13	2031	\$ 12,434	\$ 589,419	\$ 229,737	\$ -	\$ -	\$ 249,983	\$ 476,088
14	2032	\$ 12,682	\$ 589,419	\$ 234,331	\$ -	\$ -	\$ -	\$ 752,590
15	2033	\$ 12,936	\$ 589,419	\$ 239,018	\$ -	\$ -	\$ -	\$ 448,322
16	2034	\$ 13,195	\$ 589,419	\$ 243,798	\$ -	\$ -	\$ -	\$ -
17	2035	\$ 13,459	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
18	2036	\$ 13,728	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
19	2037	\$ 14,002	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
20	2038	\$ 14,282	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
21	2039	\$ 14,568	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
22	2040	\$ 14,859	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
23	2041	\$ 15,157	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
24	2042	\$ 15,460	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
25	2043	\$ 15,769	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
26	2044	\$ 16,084	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
27	2045	\$ 16,406	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
28	2046	\$ 16,734	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
29	2047	\$ 17,069	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
30	2048	\$ 17,410	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
31	2049	\$ 17,758	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
32	2050	\$ 18,114	\$ 589,419	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 423,794	\$ 15,329,715	\$ 2,155,979	\$ 2,028,326	\$ 522,065	\$ 1,677,000	\$ 1,677,000

(1) Represents the Apollo Grant.
(2) Represents Station Non-PID Projects or Station Economic Development Grant Projects subject to availability of funds, and one or more future economic development agreement.
(3) Developer will be reimbursed with simple interest per the terms of the Station Development Agreement, as amended.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Two, City of Sachse, TX Feasibility Study											
TIRZ Term	Tax Year	Growth/ Year	Added Taxable Value	Net Taxable Value	Incremental Value	TIRZ No. 2 Fund				City Retained Revenue	
						AV Rate ²	%	Annual	Cumulative	Annual	Cumulative
Base	2018	0%		2,900,729							
1	2019	2.0%	\$ 6,776,965	9,677,694	6,776,965						
2	2020	2.0%	\$ 18,932,311	21,833,040	18,932,311	0.72000	50.00%	24,397	24,397	24,397	24,397
3	2021	2.0%	\$ 15,325,040	37,594,741	34,694,012	0.70073	50.00%	66,332	90,729	66,332	90,729
4	2022	2.0%	\$ 49,858,290	88,204,925	85,304,196	0.6504	55.35%	124,900	215,630	100,755	191,484
5	2023	2.0%	\$ 59,609,687	149,578,710	146,677,981	0.6504	55.35%	307,100	522,729	247,733	439,217
6	2024	2.0%	\$ 63,666,626	216,236,911	213,336,182	0.6504	55.35%	528,048	1,050,778	425,969	865,186
7	2025	2.0%	\$ 111,440,939	332,002,588	329,101,859	0.6504	55.35%	768,021	1,818,799	619,551	1,484,737
8	2026	2.0%	\$ 47,887,115	386,529,754	383,629,025	0.6504	55.35%	1,184,784	3,003,583	955,747	2,440,484
9	2027	0.0%	\$ 16,690,289	403,220,044	400,319,315	0.6504	55.35%	1,381,085	4,384,668	1,114,100	3,554,584
10	2028	0.0%	\$ 15,443,880	418,663,924	415,763,195	0.6504	55.35%	1,441,171	5,825,838	1,162,570	4,717,154
11	2029	2.0%	\$ -	427,037,202	424,136,473	0.6504	55.35%	1,496,769	7,322,608	1,207,421	5,924,575
12	2030	2.0%	\$ -	435,577,946	432,677,217	0.6504	55.35%	1,526,914	8,849,521	1,231,738	7,156,313
13	2031	2.0%	\$ -	444,289,505	441,388,776	0.6504	55.35%	1,557,661	10,407,182	1,256,541	8,412,854
14	2032	2.0%	\$ -	453,175,295	450,274,566	0.6504	55.35%	1,589,023	11,996,205	1,281,840	9,694,695
15	2033	2.0%	\$ -	462,238,801	459,338,072	0.6504	55.35%	1,621,012	13,617,217	1,307,646	11,002,340
16	2034	2.0%	\$ -	471,483,577	468,582,848	0.6504	55.35%	1,653,641	15,270,858	1,333,967	12,336,307
17	2035	2.0%	\$ -	480,913,249	478,012,520	0.6504	55.35%	1,686,923	16,957,781	1,360,815	13,697,122
18	2036	2.0%	\$ -	490,531,514	487,630,785	0.6504	55.35%	1,720,870	18,678,651	1,388,200	15,085,322
19	2037	0.0%	\$ -	490,531,514	487,630,785	0.6504	55.35%	1,755,496	20,434,148	1,416,132	16,501,454
20	2038	0.0%	\$ -	490,531,514	487,630,785	0.6504	55.35%	1,755,496	22,189,644	1,416,132	17,917,586
21	2039	2.0%	\$ -	500,342,144	497,441,415	0.6504	55.35%	1,755,496	23,945,140	1,416,132	19,333,719
22	2040	2.0%	\$ -	510,348,987	507,448,258	0.6504	55.35%	1,790,815	25,735,956	1,444,623	20,778,342
23	2041	2.0%	\$ -	520,555,967	517,655,238	0.6504	55.35%	1,826,840	27,562,796	1,473,684	22,252,026
24	2042	2.0%	\$ -	530,967,086	528,066,357	0.6504	55.35%	1,863,586	29,426,382	1,503,326	23,755,353
25	2043	2.0%	\$ -	541,586,428	538,685,699	0.6504	55.35%	1,901,067	31,327,449	1,533,561	25,288,914
26	2044	2.0%	\$ -	552,418,156	549,517,427	0.6504	55.35%	1,939,297	33,266,746	1,564,401	26,853,315
27	2045	2.0%	\$ -	563,466,519	560,565,790	0.6504	55.35%	1,978,292	35,245,037	1,595,858	28,449,173
28	2046	2.0%	\$ -	574,735,850	571,835,121	0.6504	55.35%	2,018,066	37,263,104	1,627,943	30,077,116
29	2047	0.0%	\$ -	574,735,850	571,835,121	0.6504	55.35%	2,058,636	39,321,740	1,660,671	31,737,787
30	2048	0.0%	\$ -	574,735,850	571,835,121	0.6504	55.35%	2,058,636	41,380,377	1,660,671	33,398,457
31	2049	2.0%	\$ -	586,230,567	583,329,838	0.6504	55.35%	2,058,636	43,439,013	1,660,671	35,059,128
32	2050	2.0%	\$ -	597,955,178	595,054,449	0.6504	55.35%	2,100,018	45,539,031	1,694,053	36,753,181
			\$ 405,631,141			\$ 45,539,031				\$ 36,753,181	

EXHIBIT F – LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

170.686 ACRES

LEGAL DESCRIPTION - Tract 1: 131.965 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, the McKinney and Williams Survey, Abstract No. 1000, and the Zach Motley survey, abstract No. 1009 also being a portion of a 78.13-acre tract of land and a 33.63 acre tract described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, all of a tract of land described by deed to Maurice McClain recorded in Volume 172, Page 96 of the Deed Records of Dallas County, Texas, all of a tract of land to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas, a portion of a tract of land described by deed to Maurice L. McClain recorded in Volume 8006, Page 1624 of the Deed Records of Dallas County, Texas, a portion of a tract of land described by deed to Donald K. McClain as recorded in Volume 73241, Page 1588 of the Deed Records of Dallas County, Texas, and a portion of a tract of land described by deed to the City of Sachse as recorded in Volume 94150, Page 6284 and Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 78.13-acre tract to Children's Medical Center Foundation, also lying on the west line of Merritt Road, a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for corner;

THENCE South 00 degrees 17 minutes 44 seconds East, a distance of 749.92 feet to a point for corner;

THENCE South 89 degrees 49 minutes 07 seconds West, a distance of 19.40 feet to a point for corner;

THENCE South 00 degrees 58 minutes 54 seconds East, a distance of 166.49 feet to a point for corner;

THENCE South 87 degrees 23 minutes 36 seconds West, a distance of 8.33 feet to a point for corner;

THENCE South 00 degrees 30 minutes 05 seconds East, a distance of 325.91 feet to a point for corner;

THENCE South 01 degrees 26 minutes 08 seconds East, a distance of 310.38 feet to a point for corner;

THENCE South 84 degrees 19 minutes 28 seconds West, a distance of 5.28 feet to a point for corner;

THENCE South 00 degrees 38 minutes 08 seconds East, a distance of 233.16 feet to a point for corner;

THENCE South 46 degrees 54 minutes 32 seconds West, a distance of 52.21 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7815.00 feet, a central angle of 08 degrees 03 minutes 10 seconds, an arc length of 1098.38 feet, a chord bearing of North 80 degrees 56 minutes 08 seconds West, a distance of 1097.48 feet point for corner;

THENCE North 85 degrees 45 minutes 34 seconds West, a distance of 59.41 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7813.20 feet, a central angle of 06 degrees 03 minutes 12 seconds, an arc length of 825.47 feet, a chord bearing of North 88 degrees 24 minutes 26 seconds West, a distance of 825.09 feet point for corner;

THENCE North 01 degrees 00 minutes 01 seconds West, a distance of 991.09 feet to a point for corner;

THENCE South 88 degrees 53 minutes 13 seconds West, a distance of 919.49 feet to a point for corner;

THENCE South 04 degrees 12 minutes 40 seconds East, a distance of 59.32 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 555.00 feet, a central angle of 17 degrees 05 minutes 04 seconds, an arc length of 165.49 feet, a chord bearing of South 51 degrees 33 minutes 33 seconds West, a distance of 164.88 feet point for corner;

THENCE South 43 degrees 01 minutes 02 seconds West, a distance of 87.64 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 755.00 feet, a central angle of 45 degrees 57 minutes 01 seconds, an arc length of 605.50 feet, a chord bearing of South 65 degrees 59 minutes 32 seconds West, a distance of 589.40 feet point for corner;

THENCE South 88 degrees 58 minutes 01 seconds West, a distance of 100.58 feet to a point for corner;

THENCE North 46 degrees 16 minutes 56 seconds West, a distance of 32.97 feet to a point for corner;

THENCE North 01 degrees 04 minutes 22 seconds West, a distance of 309.36 feet to a point for corner;

THENCE North 03 degrees 17 minutes 48 seconds East, a distance of 144.44 feet to a point for corner;

THENCE North 01 degrees 04 minutes 34 seconds West, a distance of 83.55 feet to a point for corner;

THENCE North 88 degrees 43 minutes 23 seconds East, a distance of 836.14 feet to a point for corner;

THENCE North 05 degrees 17 minutes 52 seconds West, a distance of 524.29 feet to a point for corner;

THENCE North 89 degrees 41 minutes 29 seconds East, a distance of 315.73 feet to a point for corner;

THENCE North 02 degrees 40 minutes 19 seconds West, a distance of 556.10 feet to a point for corner;

THENCE North 88 degrees 29 minutes 17 seconds East, a distance of 307.90 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 530.00 feet, a central angle of 17 degrees 56 minutes 09 seconds, an arc length of 165.91 feet, a chord bearing of North 79 degrees 31 minutes 12 seconds East, a distance of 165.23 feet point for corner;

THENCE North 70 degrees 32 minutes 53 seconds East, a distance of 347.25 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 538.50 feet, a central angle of 46 degrees 15 minutes 42 seconds, an arc length of 434.79 feet, a chord bearing of South 86 degrees 19 minutes 45 seconds East, a distance of 423.08 feet point for corner;

THENCE North 21 degrees 19 minutes 27 seconds East, a distance of 34.92 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 573.50 feet, a central angle of 15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet point for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of 18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet point for corner for the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of 20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet point for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, a distance of 110.00 feet to a point for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, a distance of 67.22 feet to a point for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, a distance of 173.94 feet to the **POINT OF BEGINNING**, containing 5,748,388 square Feet, or 131.965 acres of land.

LEGAL DESCRIPTION - Tract 2: 3.622 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "W.A.I." found for the northwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas, also lying on the southwest line of said 4.07-acre tract and the northeast line of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 326.23 feet to a 5/8 inch iron rod with cap stamped "TNP" set for most westerly corner of said 4.07-acre tract, also lying on the southeast line of Old Miles Road a variable width right-of-way;

THENCE North 36 degrees 49 minutes 36 seconds East, along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract, a distance of 564.86 feet to a 1/2 inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the left;

THENCE continuing along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract with said curve to the left having a radius of 585.85 feet, a central angle of 03 degrees 53 minutes 34 seconds, an arc length of 39.80 feet, a chord bearing of North 34 degrees 51 minutes 58 seconds East, a distance of 39.80 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the north corner of said 4.07-acre tract, also lying on the west line of Miles Road a variable width right-of-way;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of Miles Road, a distance of 708.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northeast corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE leaving the west line of said Miles Road along the northerly line of said right-of-way dedication the following courses and distances:

South 43 degrees 28 minutes 06 seconds West, a distance of 39.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 28 minutes 07 seconds West, a distance of 120.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the left;

with said curve to the left having a radius of 845.00 feet, a central angle of 01 degrees 36 minutes 24 seconds, an arc length of 23.69 feet, a chord bearing of South 87 degrees 39 minutes 54 seconds West, a distance of 23.69 feet to the **POINT OF BEGINNING** containing 157,785 Square Feet, or 3.622 Acres of land.

LEGAL DESCRIPTION - Tract 3: 0.153 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "HALFF" found for the southeast corner of said 4.07-acre tract, same being the northeast corner of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the west line of Miles Road a variable width right-of-way;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 165.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE North 88 degrees 28 minutes 07 seconds East, along the south line of said right-of-way dedication, a distance of 77.52 feet to a 5/8 inch iron rod with cap stamped "TNP" set for a corner clip of same;

THENCE South 46 degrees 31 minutes 54 seconds East, continuing along said right-of-way dedication, a distance of 37.26 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of the aforementioned Miles Road;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of said Miles Road, a distance of 2.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the right;

THENCE continuing along the east line of said Miles Road with said curve to the right having a radius of 1450.00 feet, a central angle of 04 degrees 05 minutes 05 seconds, an arc length of 103.38 feet, a chord bearing of South 01 degrees 06 minutes 22 seconds West, a distance of 103.35 feet to the **POINT OF BEGINNING**, containing 6,655 Square Feet, or 0.153 Acre.

LEGAL DESCRIPTION - Tract 4: 8.747 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of an 8.68-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "WAI" found for the northwest corner of said 8.68-acre tract also lying on the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE North 79 degrees 45 minutes 22 seconds East, along the south line of said President George Bush Turnpike, a distance of 218.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a non-tangent curve to the right;

THENCE continuing along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 02 degrees 19 minutes 19 seconds, an arc length of 302.51 feet, a chord bearing of North 80 degrees 55 minutes 01 seconds East, a distance of 302.49 feet to a 5/8 inch iron rod found for the northeast corner of said 8.68 acre tract, also lying on the westerly line of a tract of land described by deed to Batsu Enterprises recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said 8.68-acre tract and said Batsu Enterprises tract the following courses and distances:

South 05 degrees 29 minutes 08 seconds East, a distance of 202.09 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 33 minutes 14 seconds East, a distance of 196.48 feet to 5/8 inch iron rod with cap stamped "JBI" found for corner;

South 04 degrees 09 minutes 28 seconds East, a distance of 416.53 feet to a 5/8 inch iron rod with cap stamped "JBI" found for the southeast corner of said 8.68 acre tract and the southwest corner of said Batsu Enterprises tract, also lying on the north line of Pleasant Valley road, a variable width right-of-way;

THENCE South 89 degrees 50 minutes 57 seconds West, along the north line of said Pleasant Valley Road, a distance of 712.69 feet to a 5/8-inch iron rod with cap stamped “JBI” found for the southwest corner of said 8.68-acre tract;

THENCE North 05 degrees 17 minutes 07 seconds West, along the west line of said 8.68-acre tract, a distance of 277.26 feet to a 1/2-inch iron rod found for an angle point in same for corner;

THENCE North 04 degrees 55 minutes 13 seconds West, continuing along the west line of said 8.68-acre tract, a distance of 255.12 feet to the **POINT OF BEGINNING**, containing 381,007 Square Feet, or 8.747 Acres of land.

LEGAL DESCRIPTION - Tract 5: 11.266 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of a 11.27-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a T.X.D.O.T. aluminum cap stamped “2655” found for the northeast corner of said 11.27-acre tract also lying at the intersection of the west line of Pleasant Valley Road, a variable width right-of-way with the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE along the common line of said 11.27-acre tract and said Pleasant Valley Road the following courses and distances:

South 00 degrees 23 minutes 36 seconds East, a distance of 255.19 feet to a 5/8-inch iron rod with cap stamped “TNP” set for the beginning of a curve to the right; with said curve to the right having a radius of 311.06 feet, a central angle of 76 degrees 44 minutes 04 seconds, an arc length of 416.59 feet, a chord bearing of South 37 degrees 58 minutes 24 seconds West, a distance of 386.15 feet to a 1/2-inch iron rod with cap stamped “HALFF” found for corner;

South 76 degrees 28 minutes 32 seconds West, a distance of 320.80 feet to 1/2-inch iron rod with cap stamped “HALFF” found for the beginning of a curve to the right; with said curve to the right having a radius of 707.53 feet, a central angle of 13 degrees 35 minutes 53 seconds, an arc length of 167.92 feet, a chord bearing of South 83 degrees 01 minutes 55 seconds West, a distance of 167.53 feet 1/2-inch iron rod with cap stamped “HALFF” found for corner;

North 89 degrees 46 minutes 07 seconds West, a distance of 96.34 feet to 1/2-inch iron rod with cap stamped “JBI” found for the southwest corner of said 11.27-acre tract, also lying on the east line of a tract of land described by deed to the City of Sachse recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 31 seconds West, along the common line of said 11.27-acre tract and said City of Sachse tract, a distance of 678.28 feet to 1/2-inch iron rod with cap stamped “WAI” found for the northwest corner of said 11.27-acre tract, also lying on the south line of the aforementioned President George Bush Turnpike, also for the beginning of a non-tangent curve to the right;

THENCE along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 06 degrees 18 minutes 35 seconds, an arc length of 822.09 feet, a chord bearing of South 88 degrees 21 minutes 02 seconds East, a distance of 821.67 feet to the **POINT OF BEGINNING**, containing 490,729 Square Feet, or 11.266 Acres of land.

LEGAL DESCRIPTION - Tract 6: 14.933 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being all of a called 14.933 acres, described in a Special Warranty Deed to Sachse Medical Center, LLC, recorded in Instrument No. 201400065513 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 14.933 acre tract, said corner being in the west line of that tract of land described in a Special Warranty Deed to Batsu Enterprises, recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas, and in the north right-of-way line of President George Bush Turnpike, a 350 foot wide right-of-way, said corner also being at the beginning of a non-tangent curve to the left;

THENCE, along the south line of said 14.933 acre tract and the north right-of-way line of said President George Bush Turnpike, the following courses and distances:

Southwesterly, along said non-tangent curve to the left through a central angle of 02°26'08", having a radius of 7815.00 feet, a chord bearing of South 80°58'58" West, a chord distance of 332.18 feet and an arc length of 332.20 feet to a concrete monument with brass disk found for corner at the end of said curve;

South 79°45'54" West, a distance of 343.41 feet to the most southerly southwest corner of said 14.933 acre tract, said corner being in the northeast line of a called 51.724 acre tract of land described in a Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "WAI" found for witness bears North 73°54' East, 0.6 feet;

THENCE North 38°00'53" West, departing the north right-of-way line of said President George Bush Turnpike, and along the southwest line of said 14.933 acre tract and the northeast line of said 51.724 acre tract and the northeast line of Tract Two, called 0.5384 acre, as described in a General Warranty Deed to The Trull Foundation, recorded in Volume 96158, Page 6025 of the Deed Records of Dallas County, Texas, a distance of 435.20 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the most westerly southwest corner of said 14.933 acre tract, said corner being in the east right-of-way line of Miles Road, a 100 foot wide right-of-way at this point, and also being at the beginning of a non-tangent curve to the left;

THENCE, along the west line of said 14.933 acre tract and the east right-of-way line of said Miles Road, the following courses and distances:

Northeasterly, along said non-tangent curve to the left through a central angle of 08°21'44", having a radius of 1550.00 feet, a chord bearing of North 03°08'21" East, a chord distance of 226.02 feet and an

arc length of 226.22 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the end of said curve;

North 01°02'31" West, a distance of 142.90 feet to the northwest corner of said 14.933 acre tract, common to the southwest corner of a called 8.709 acres, as described in a Special Warranty Deed, recorded in Instrument No. 201800267365 of the Official Public Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 41°40' East, 0.3 feet;

THENCE departing the east right-of-way line of said Miles Road, along the common line of said 14.933 acre tract and said 8.709 acre tract, the following courses and distances:

South 46°17'27" East, a distance of 32.97 feet to a 5/8 inch iron rod with red plastic stamped "TNP" found for corner;

North 88°57'30" East, a distance of 100.58 feet to the beginning of a tangent curve to the left, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 45°49' East, 0.2 feet;

Northeasterly, along said tangent curve to the left through a central angle of 45°57'00", having a radius of 755.00 feet, a chord bearing of North 65°59'01" East, a chord distance of 589.40 feet and an arc length of 605.49 feet to the end of said curve, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 69°15' East, 0.3 feet;

North 43°00'31" East, a distance of 87.64 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 68°18' East, 0.3 feet;

Northeasterly, along said tangent curve to the right through a central angle of 16°00'32", having a radius of 555.00 feet, a chord bearing of North 51°00'47" East, a chord distance of 154.57 feet and an arc length of 155.07 feet to a 5/8 inch iron rod with red plastic stamped "KHA" set for the northeast corner of said 14.933 acre tract at the end of said curve, said point being in the west line of aforesaid Batsu Enterprises tract, from which a 1/2 inch iron rod found for the most northerly northwest corner of said Batsu Enterprises tract and the most westerly southwest corner of a called 26.04 acre tract of land described in a Special Warranty Deed to the City of Sachse, recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas, bears North 05°00'48" West a distance of 63.83 feet;

THENCE, along the east line of said 14.933 acre tract and the west line of said Batsu Enterprises tract, the following courses and distances:

South 05°00'48" East, a distance of 550.69 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears South 58°28' East, 0.5 feet;

South 04°26'52" East, a distance of 431.33 feet to the POINT OF BEGINNING and containing 14.933 acres (650,474 square feet) of land, more or less.

EXHIBIT G – PROPOSED USES OF THE PROPERTY

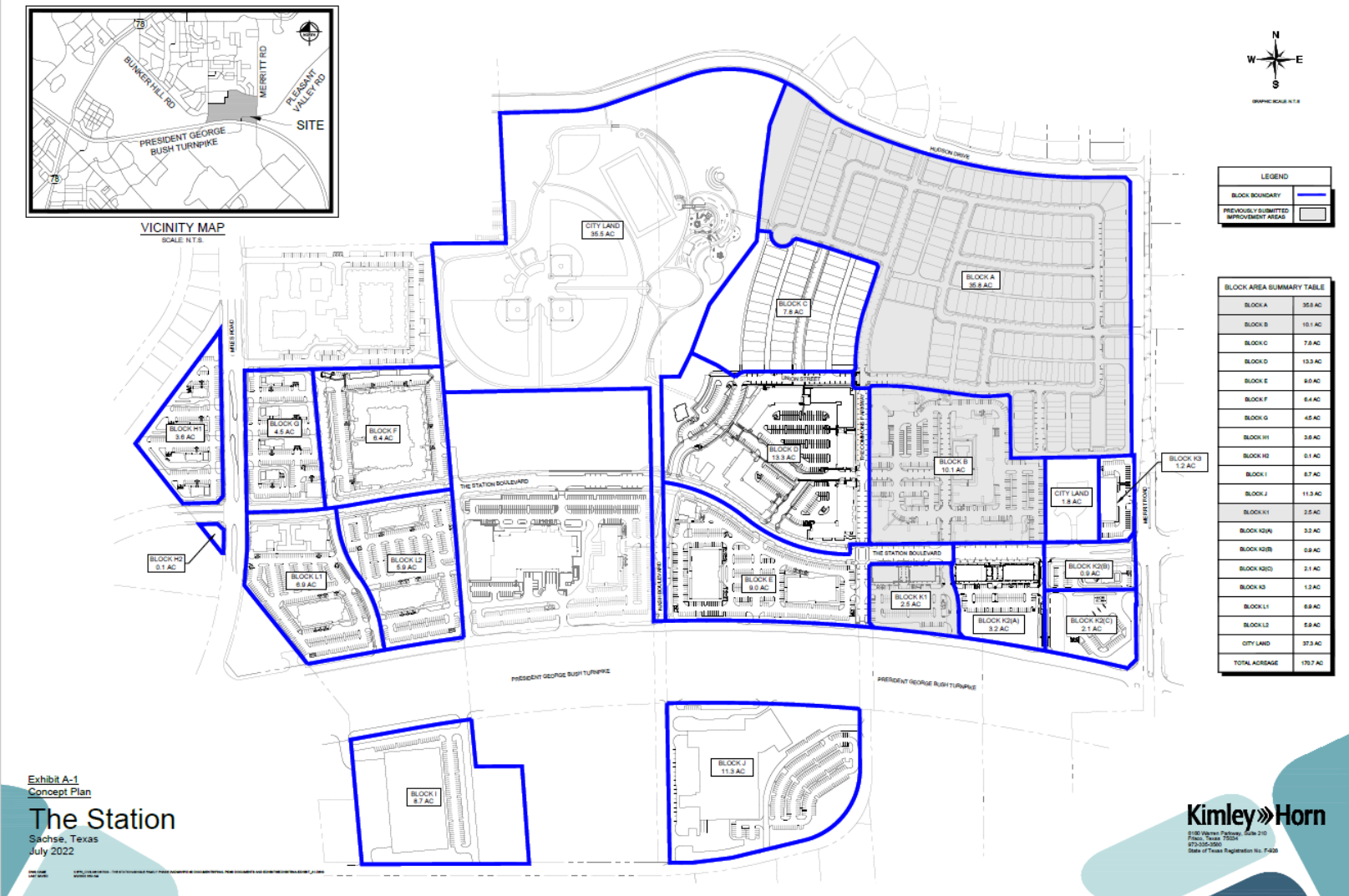
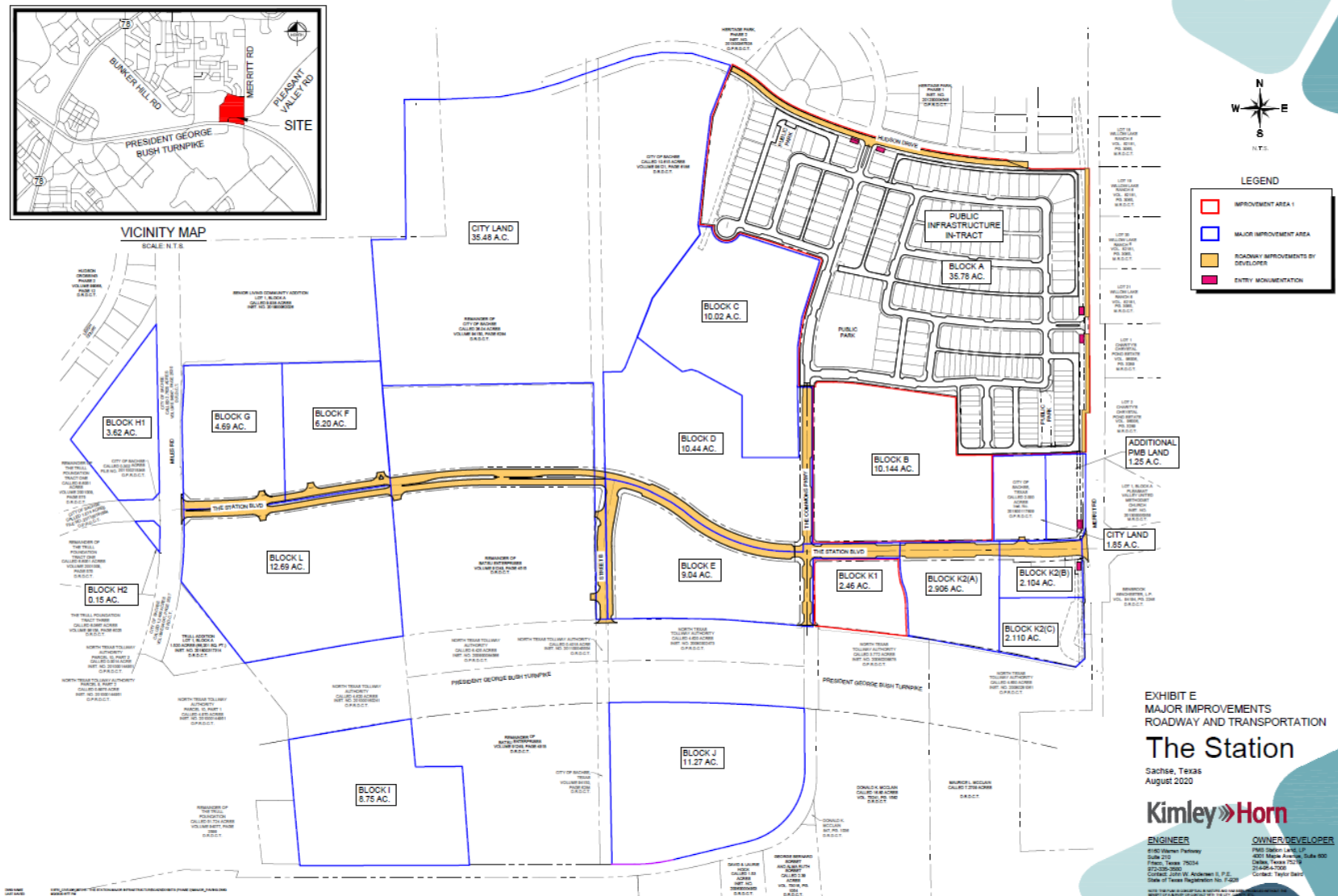
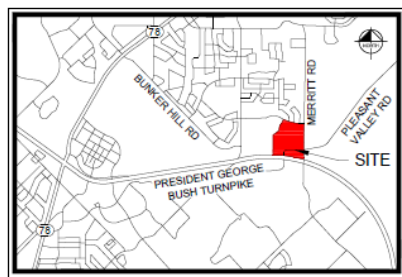
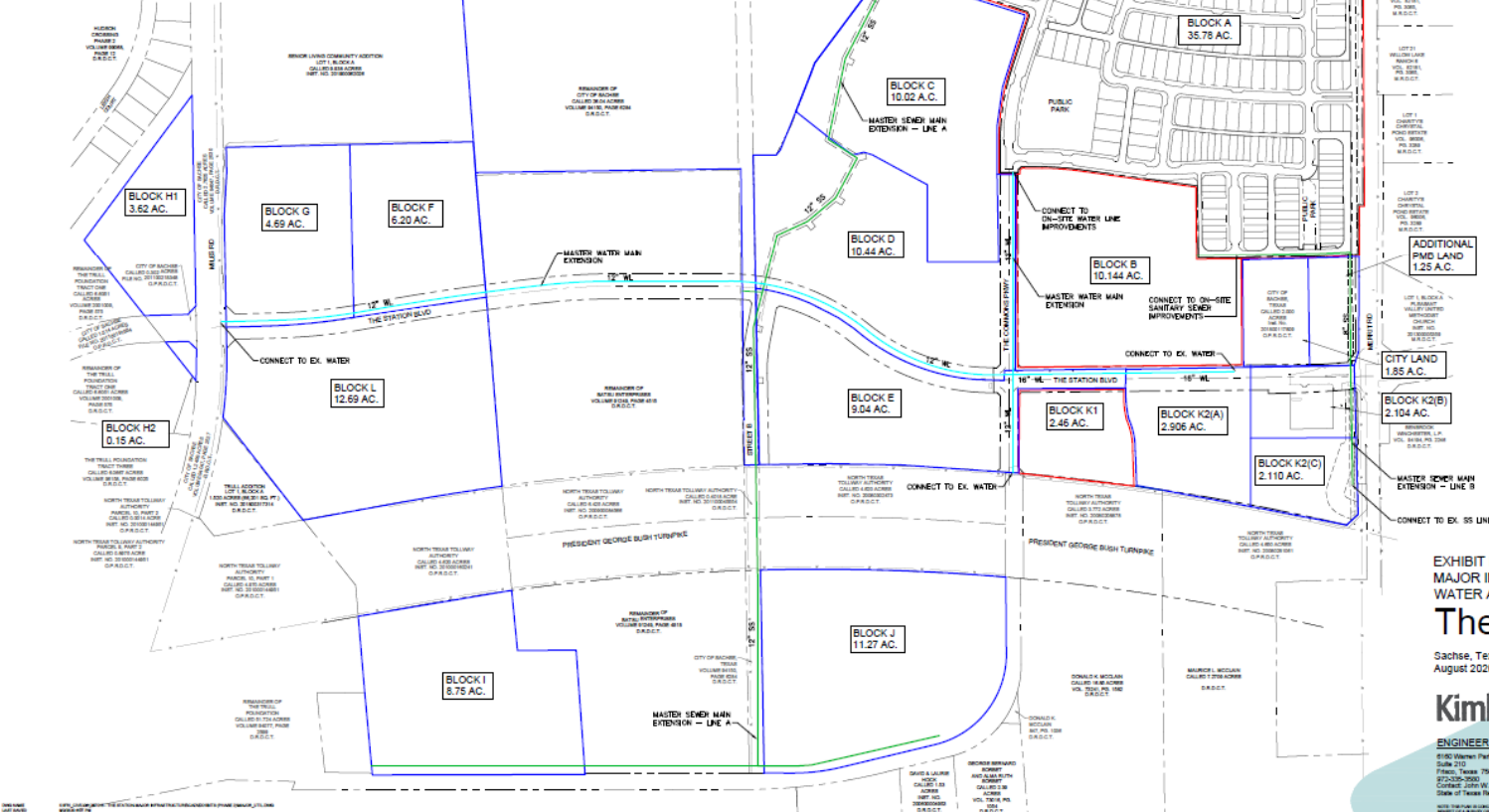


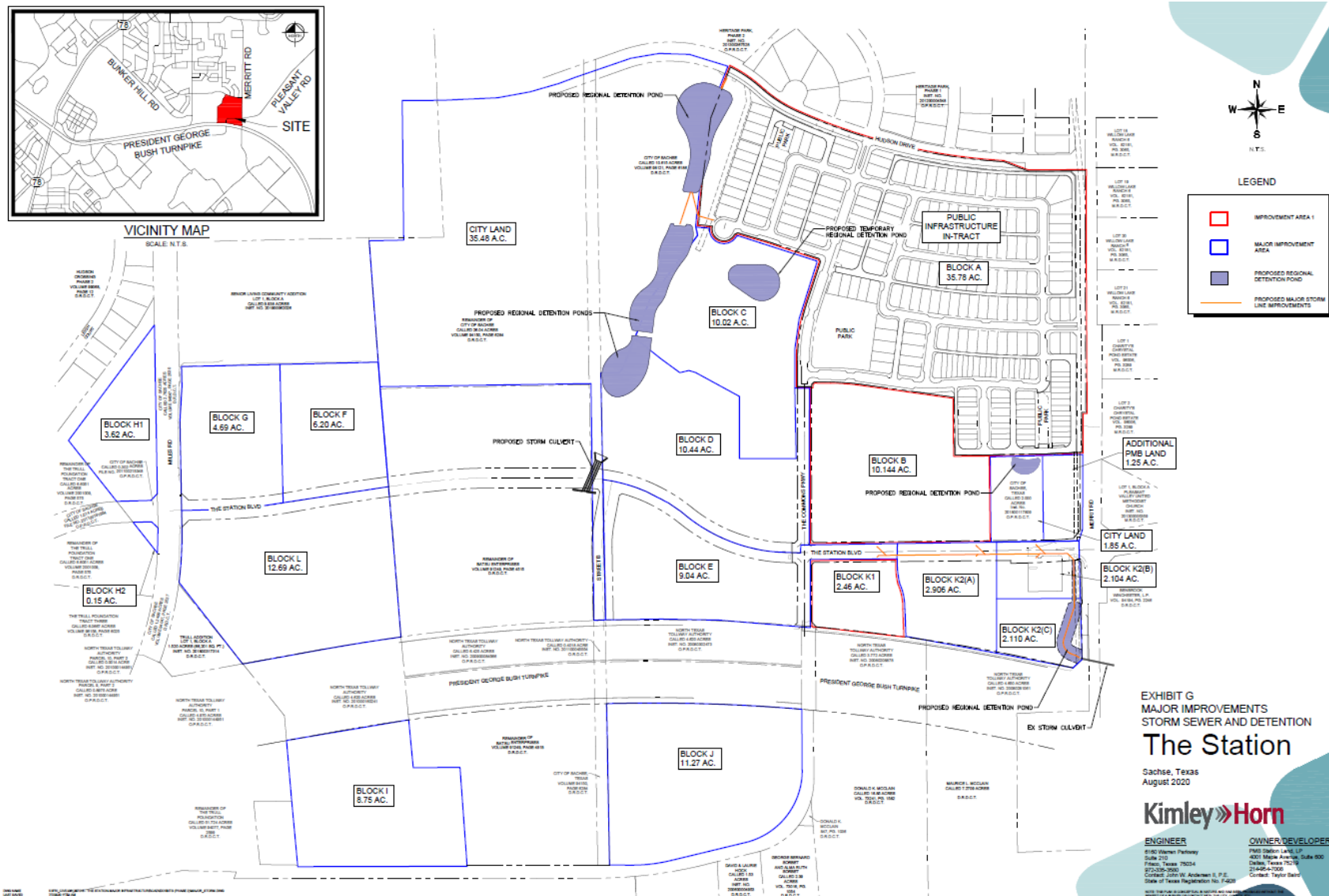
EXHIBIT H – MAP OF THE PUBLIC IMPROVEMENTS

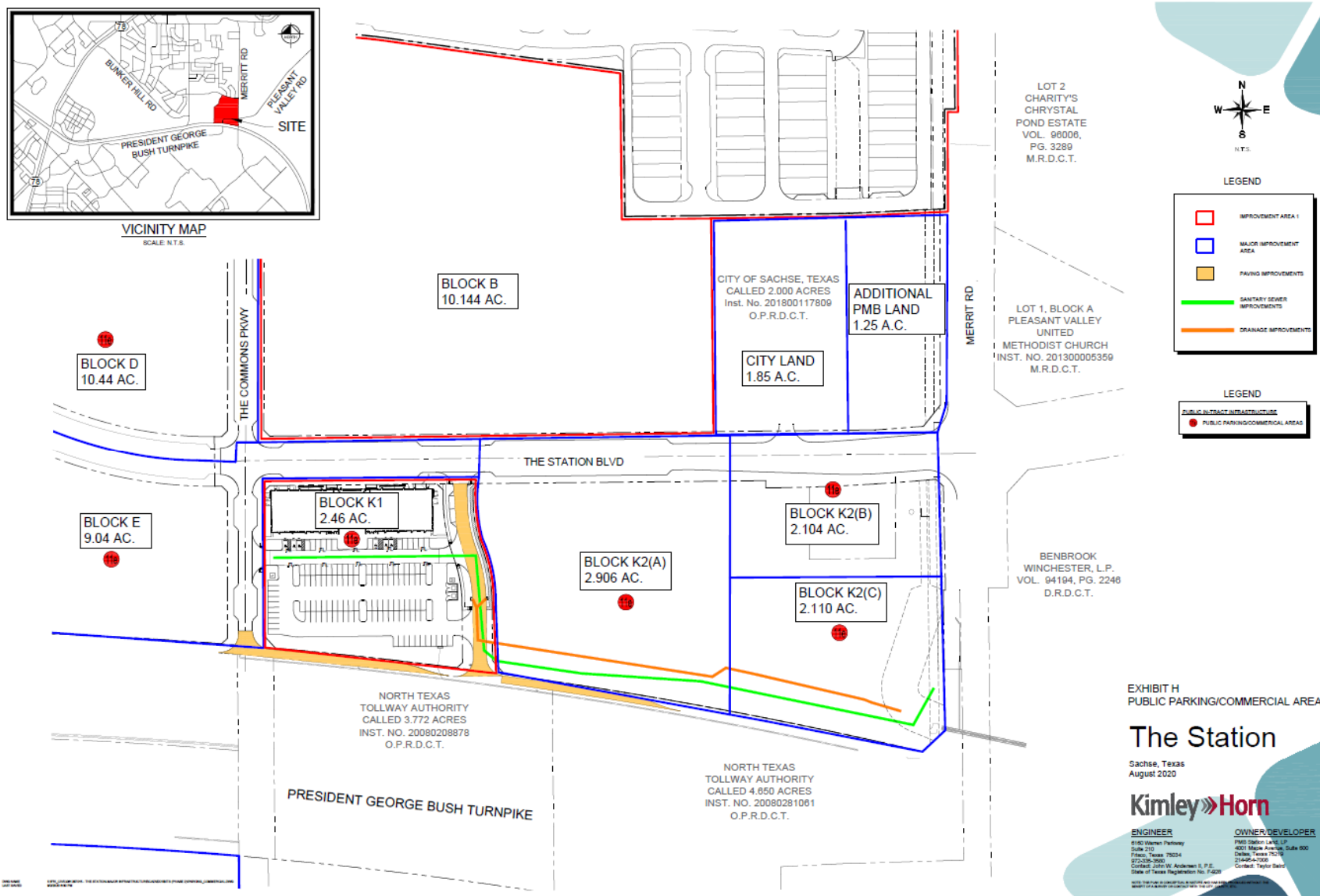


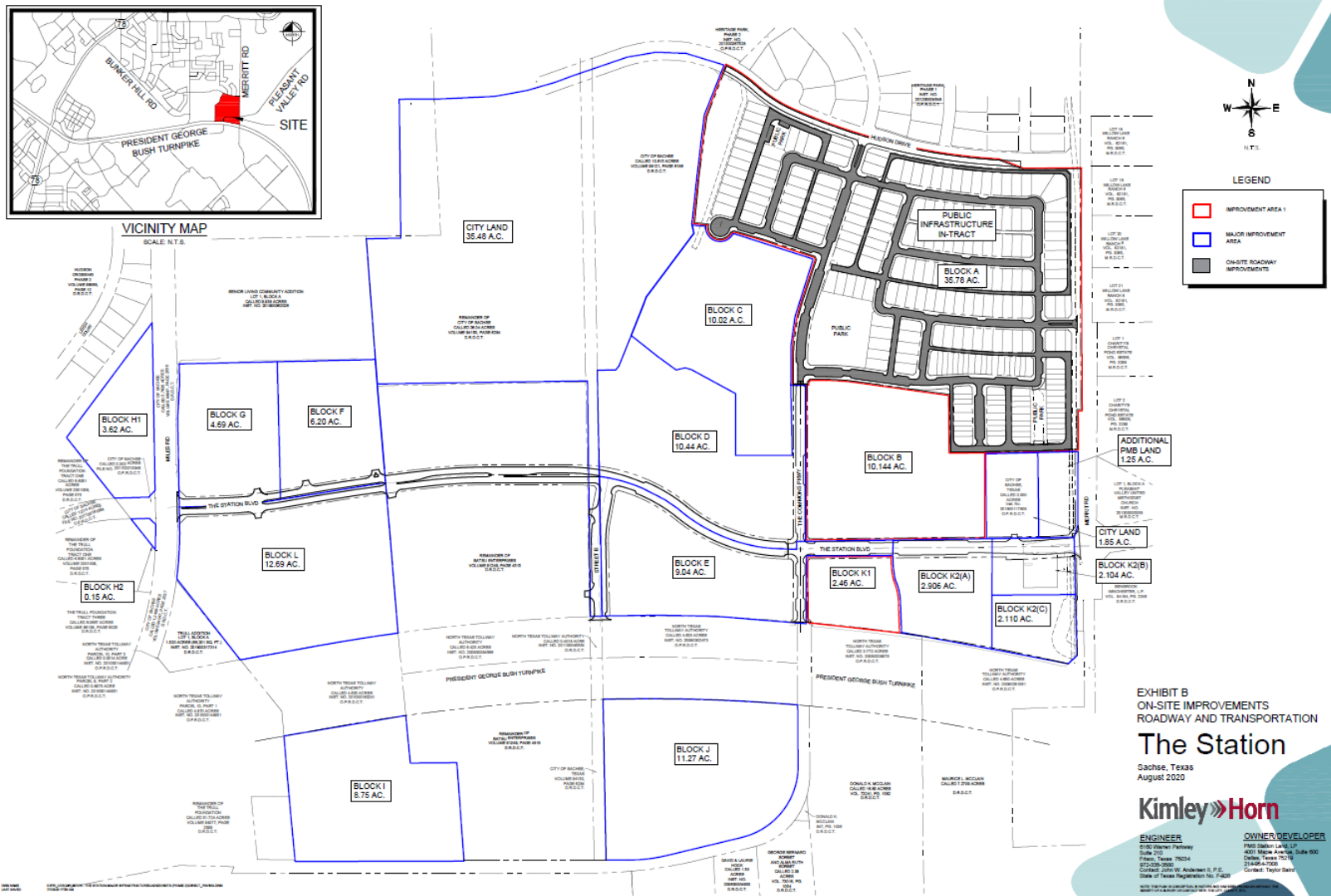


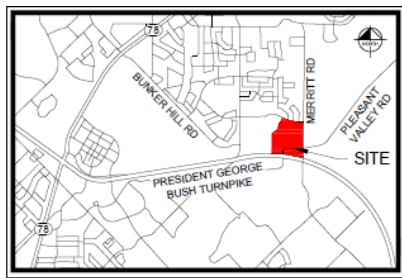
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SCALE: N.T.S.



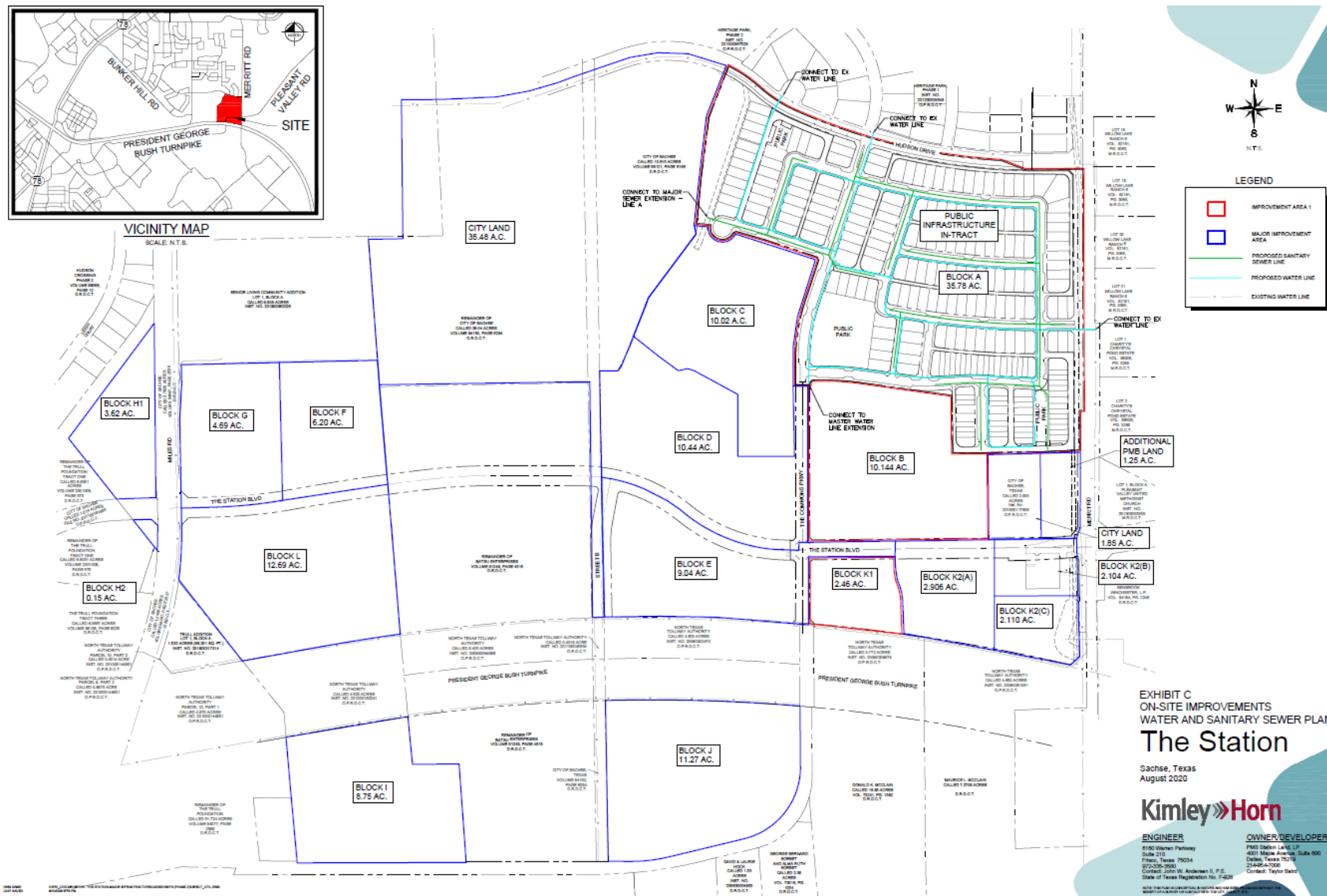


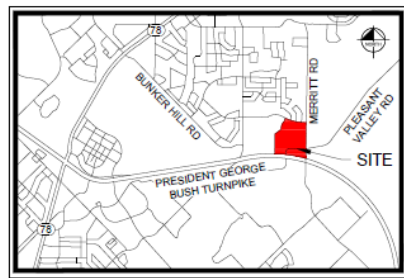




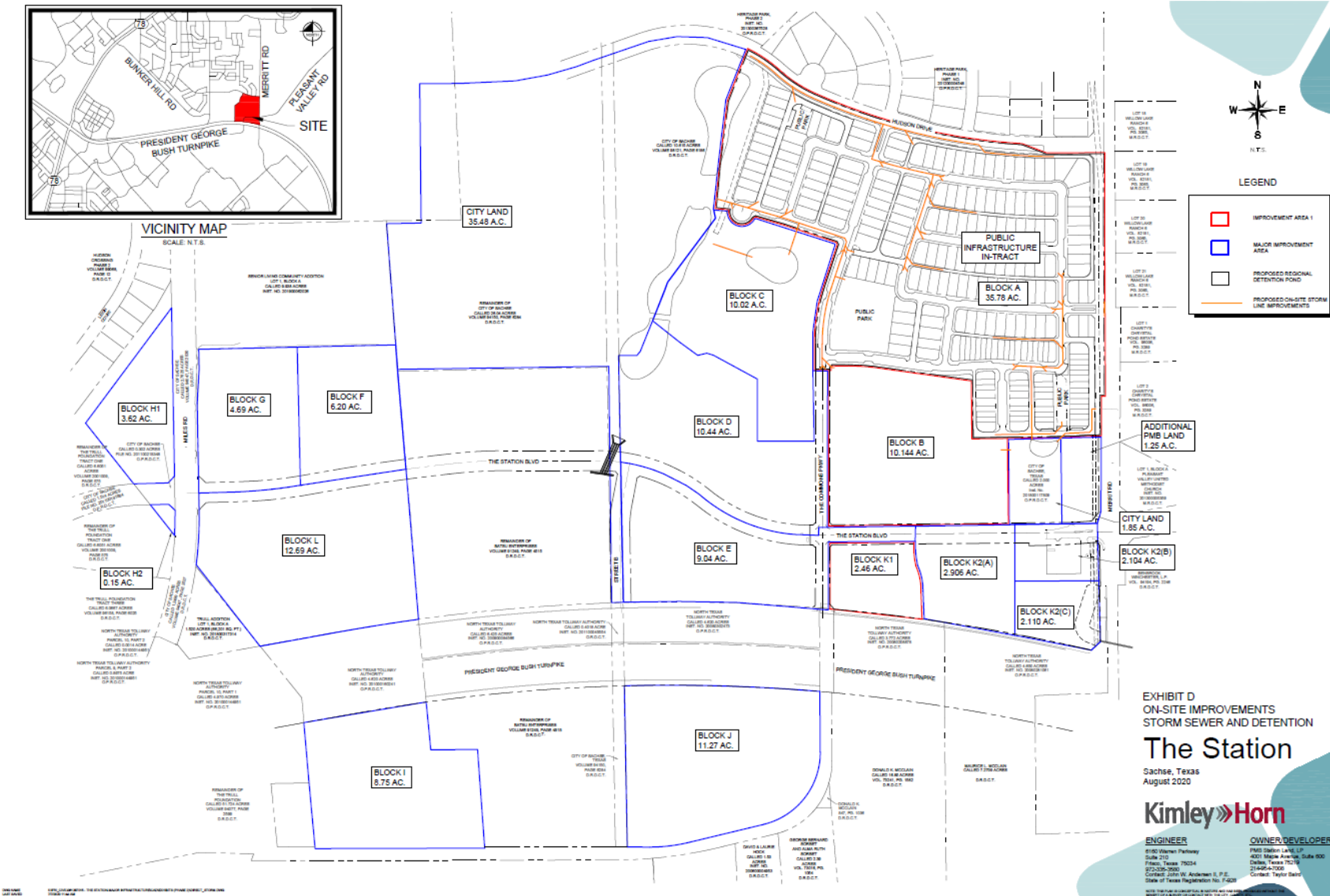


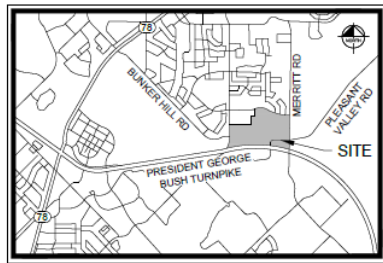
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SCALE: N.T.S.



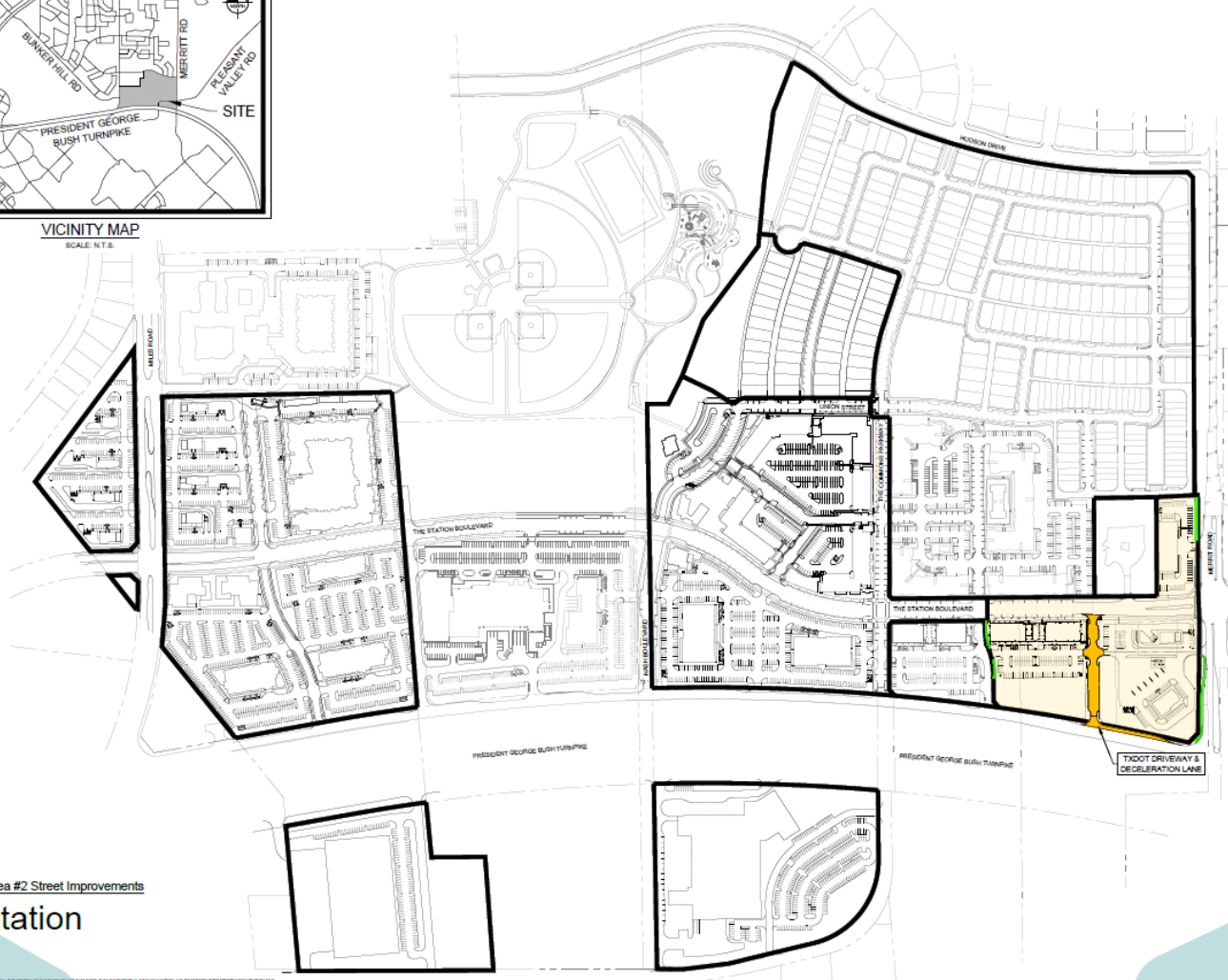


VICINITY MAP
SCALE: N.T.S.





VICINITY MAP
SCALE: N.T.S.



GRAPHIC SCALE: 1" = 10'

LEGEND	
IMPROVEMENT AREA #2	
PAVING IMPROVEMENTS	
SIDEWALK IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

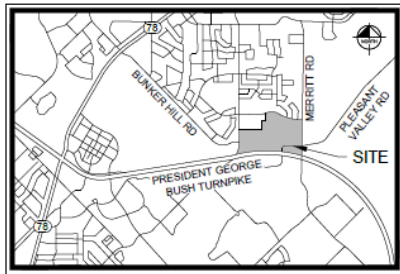
NOTE (1): ALL PAVING IMPROVEMENTS LOCATED WITHIN ROW INCLUDE SIDEWALK AND PARALLEL PARKING

Exhibit B-1
Improvement Area #2 Street Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn

6180 Warren Parkway, Suite 210
Frisco, Texas 75034
972-258-2000
State of Texas Registration No. F-4228



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #2	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

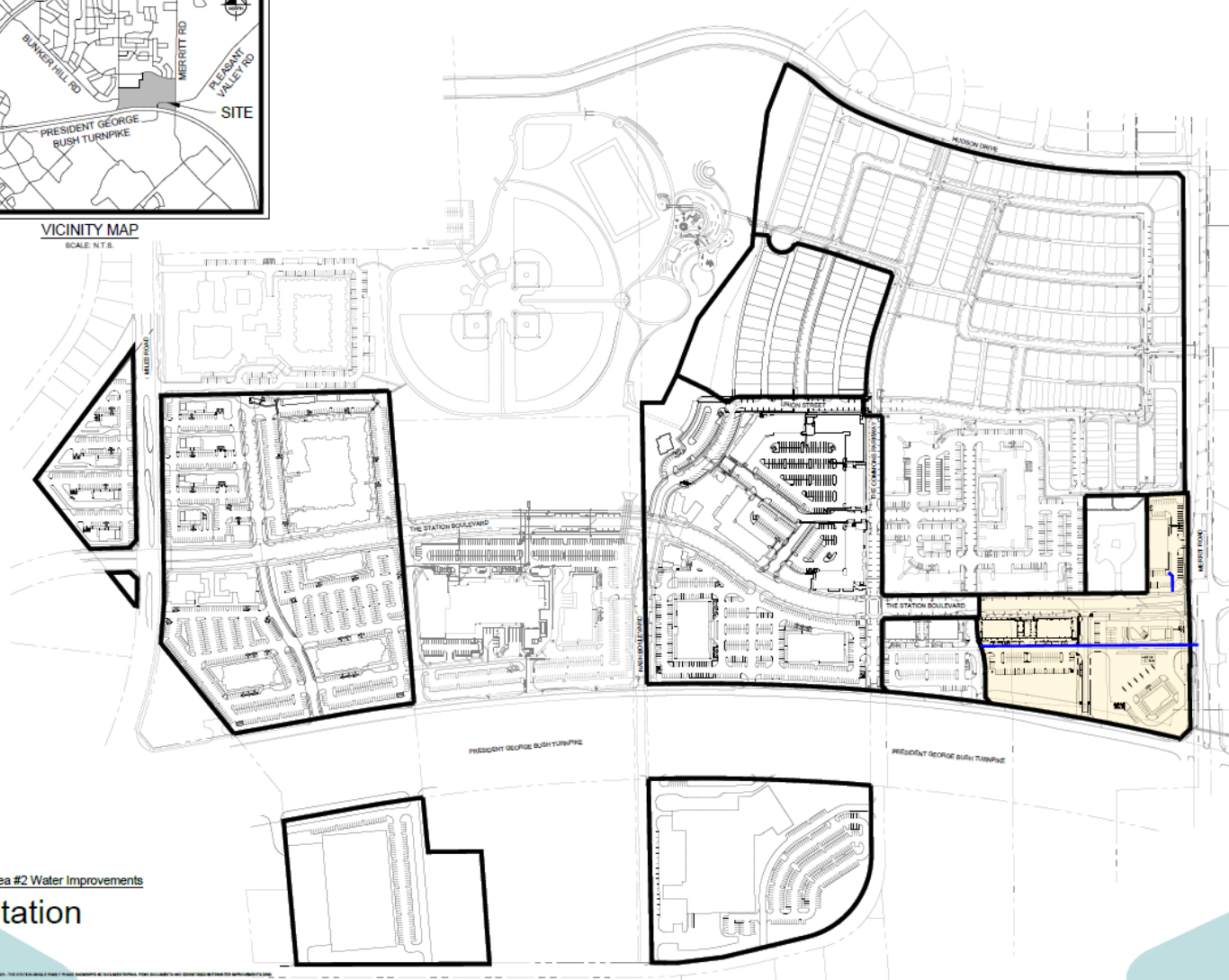
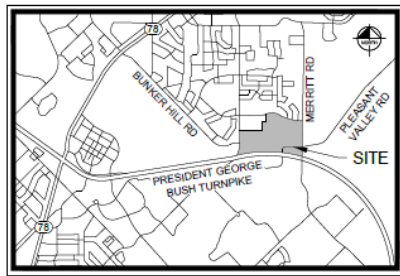


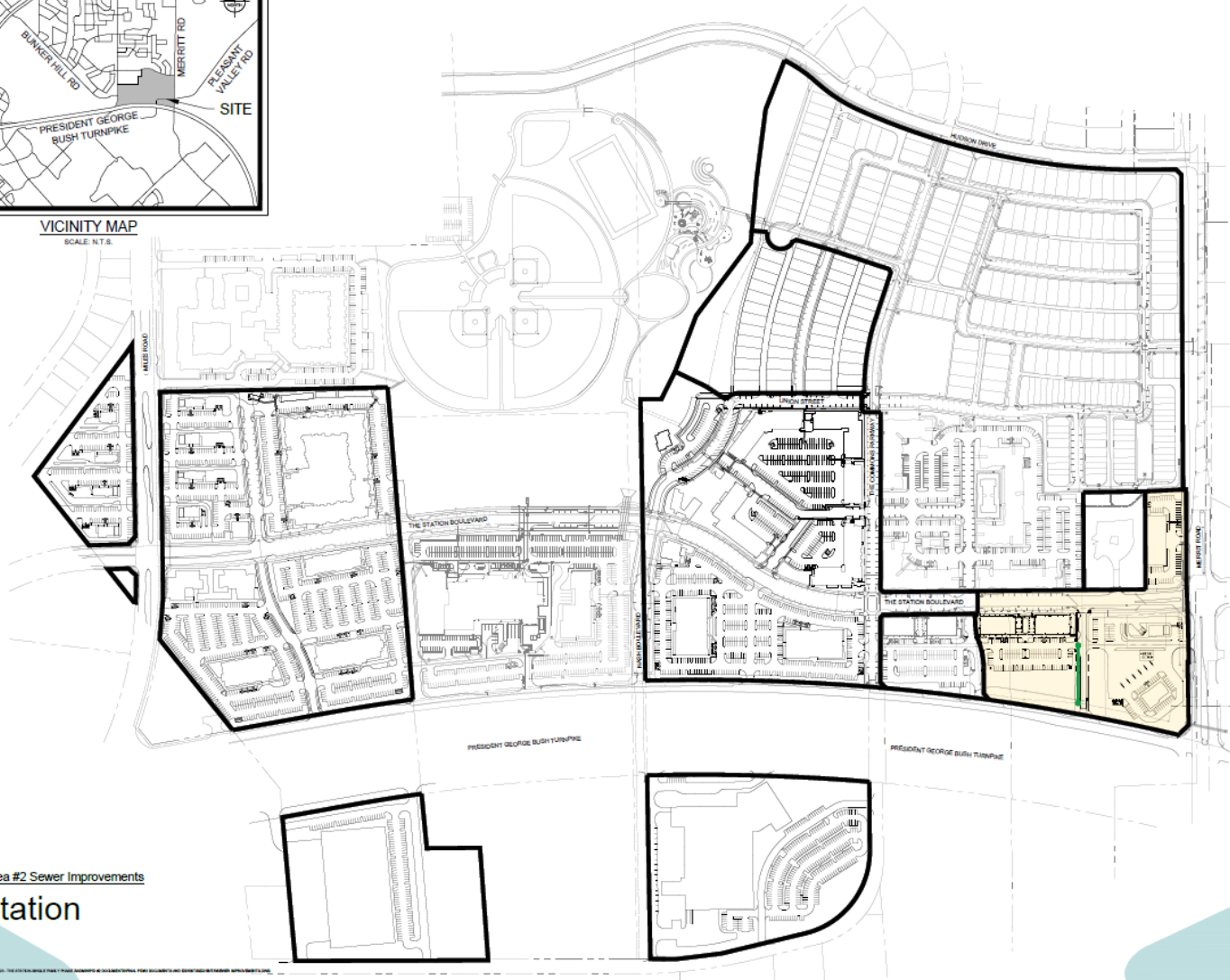
Exhibit B-2
Improvement Area #2 Water Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
5100 Warren Parkway, Suite 210
Frisco, Texas 75034
972.258.2600
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #2	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

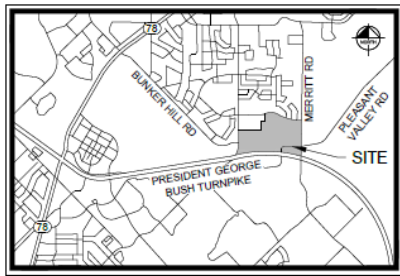
Exhibit B-3
Improvement Area #2 Sewer Improvements

The Station

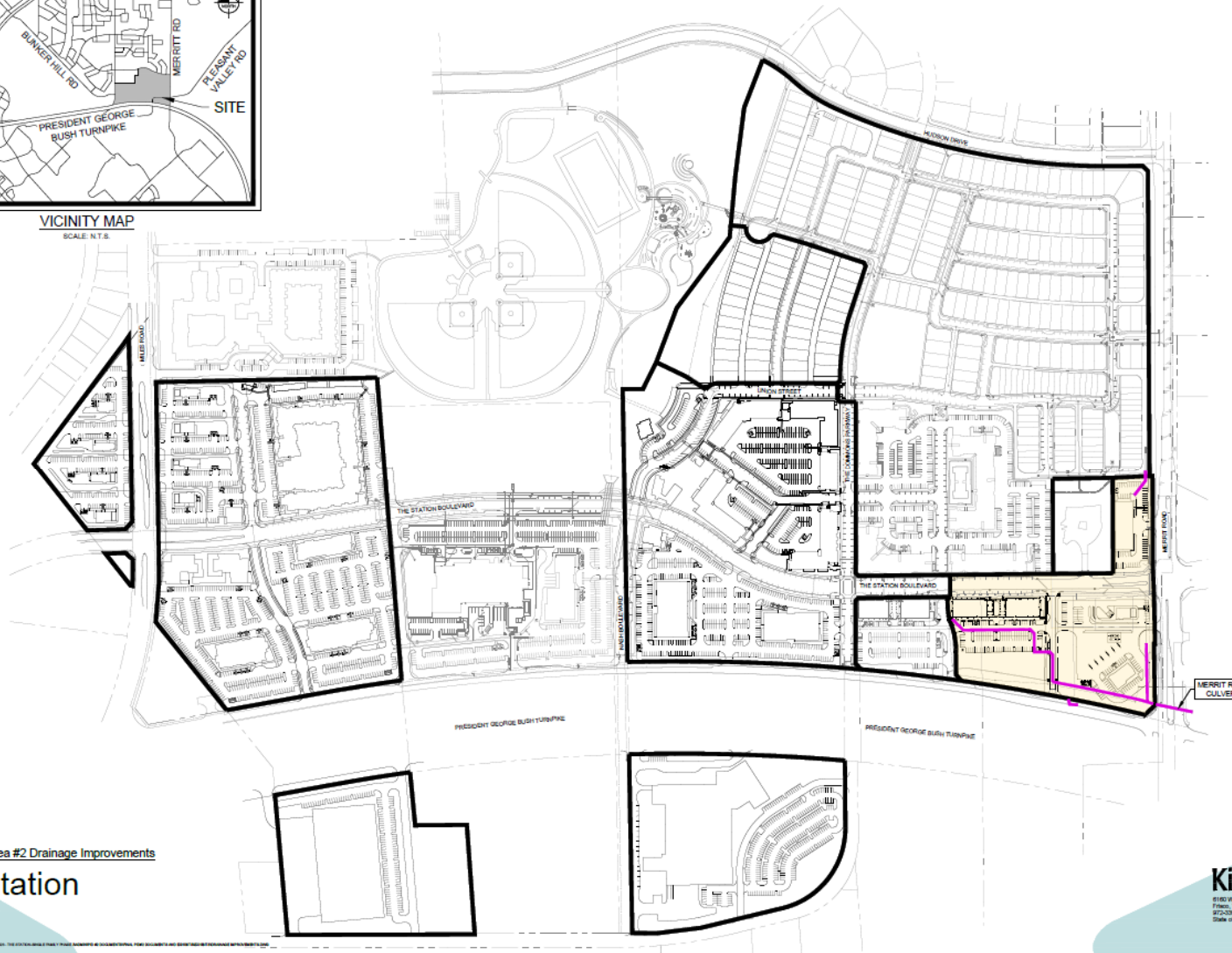
Sachse, Texas
July 2022

Kimley»Horn

6185 Warren Parkway, Suite 210
Frisco, Texas 75034
972.336-3600
State of Texas Registration No. T-4628



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #2	
DRAINAGE IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

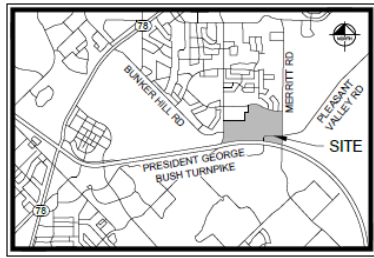
Exhibit B-4
Improvement Area #2 Drainage Improvements

The Station

Sachse, Texas
July 2022

Kimley»Horn

6180 Warren Parkway, Suite 210
Frisco, Texas 75034
972-339-5500
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.



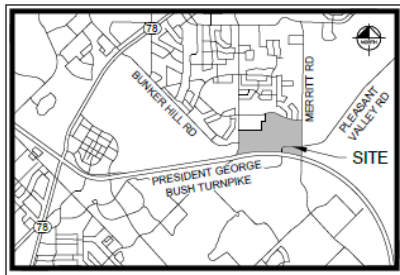
LEGEND	
IMPROVEMENT AREA #3	
PAVING IMPROVEMENTS	
SIDEWALK IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

NOTE: (1) ALL PAVING IMPROVEMENTS LOCATED WITHIN BOUNDARY, SIDEWALK AND PARALLEL PARKING

Exhibit C-1
Improvement Area #3 Street Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
6100 Wilshire Parkway, Suite 210
Dallas, Texas 75224
(214) 231-2800
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #3	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

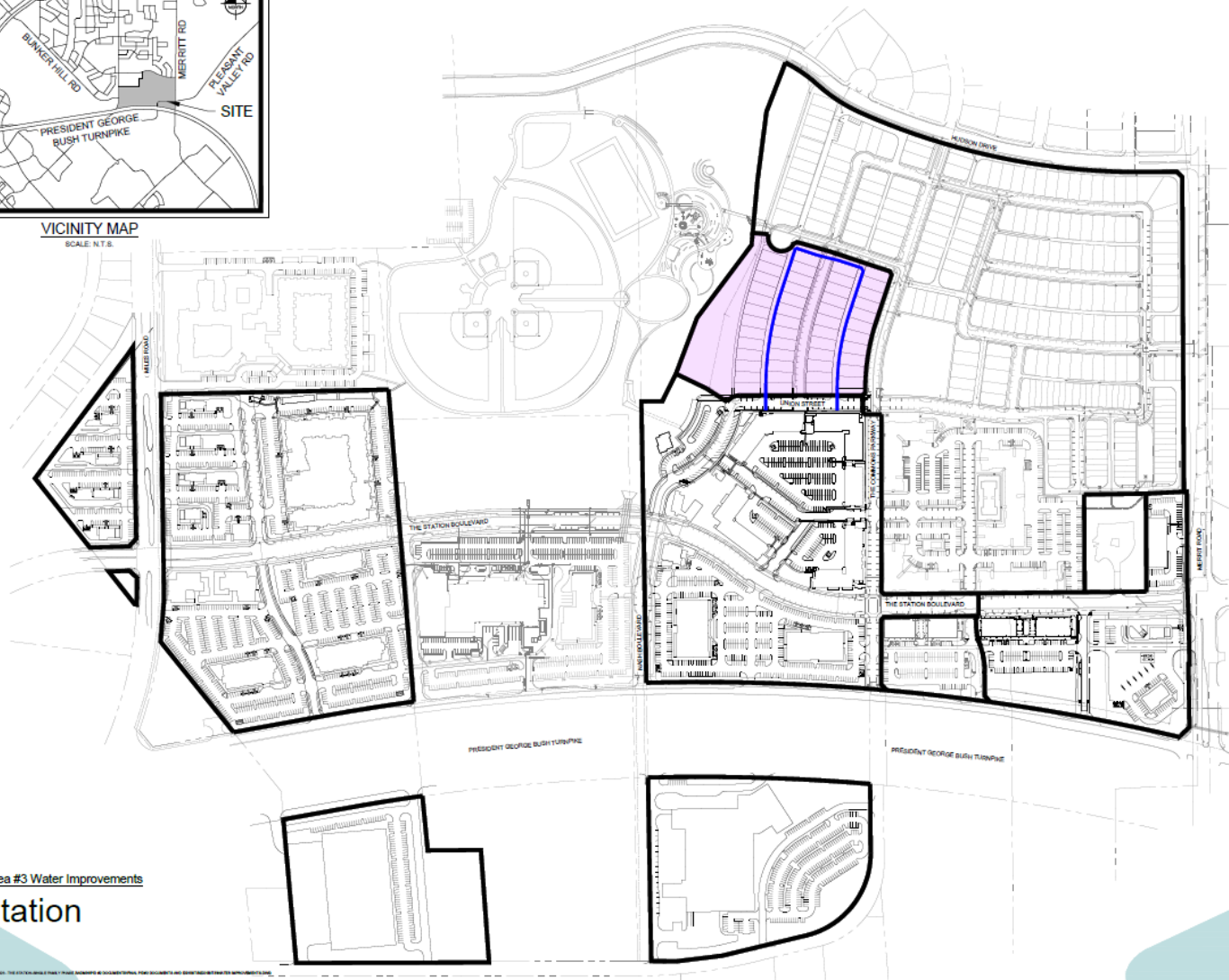
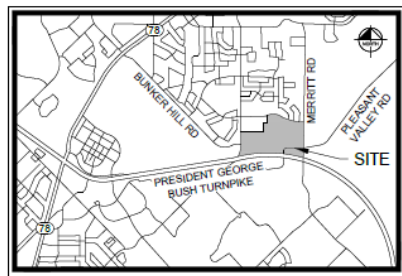


Exhibit C-2
Improvement Area #3 Water Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn

5180 Warren Parkway, Suite 210
Frisco, Texas 75034
972-338-2000
State of Texas Registration No. F-6228



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #3	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

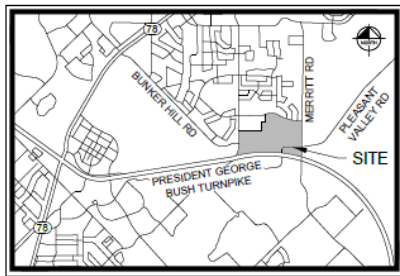
Exhibit C-3
Improvement Area #3 Sewer Improvements

The Station

Sachse, Texas
July 2022

Kimley»Horn

6165 Warren Parkway, Suite 210
Frisco, Texas 75034
972.556.2000
State of Texas Registration No. F-6028



VICINITY MAP
SCALE: N.T.S.



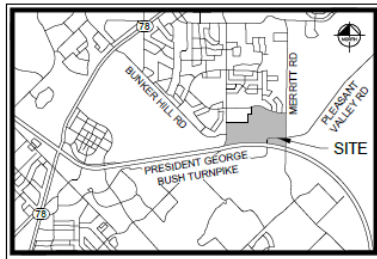
LEGEND	
IMPROVEMENT AREA #3	
DRAINAGE IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



Exhibit C-4
Improvement Area #3 Drainage Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
6105 Warren Parkway, Suite 210
Frisco, Texas 75034
972-258-2000
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.

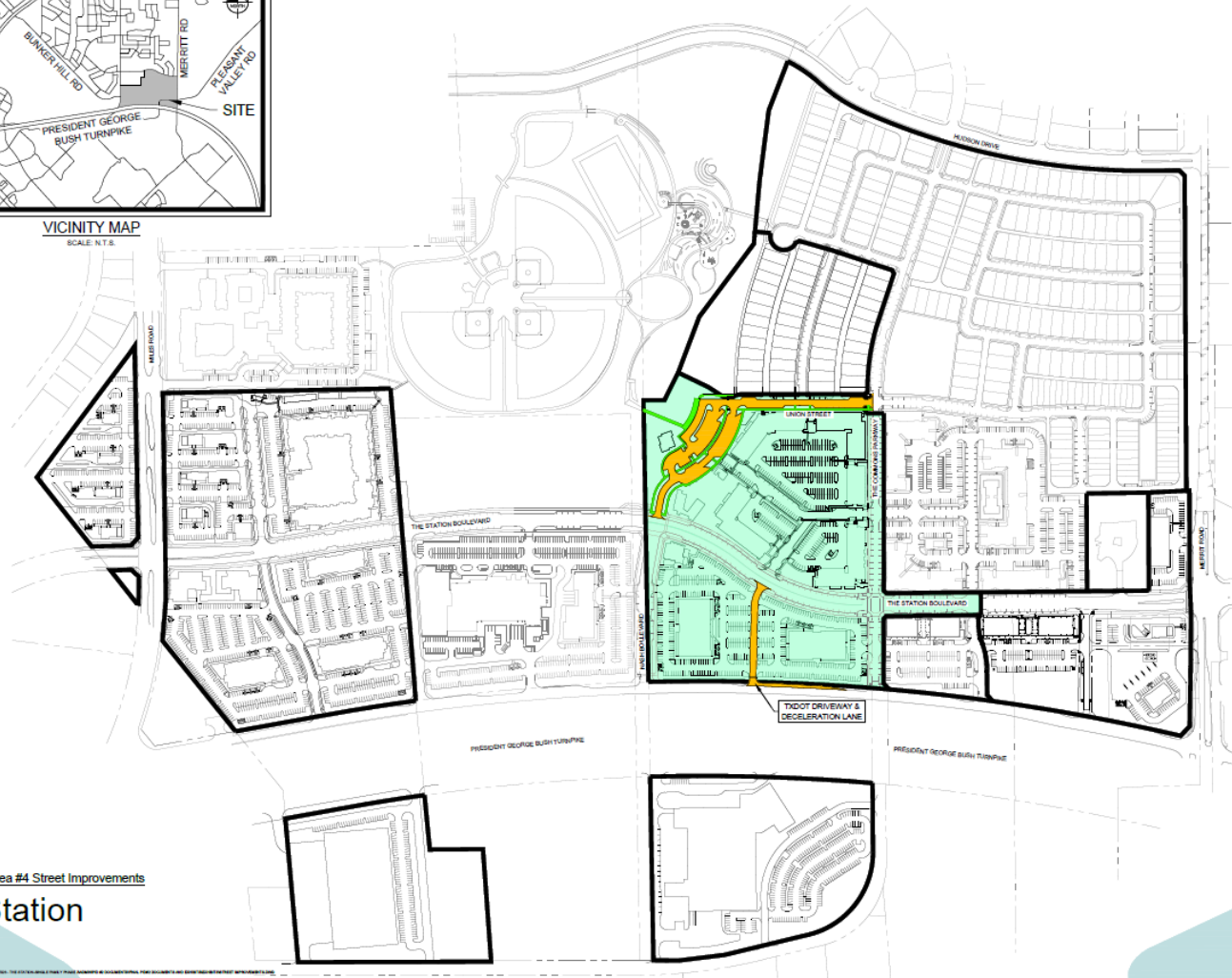
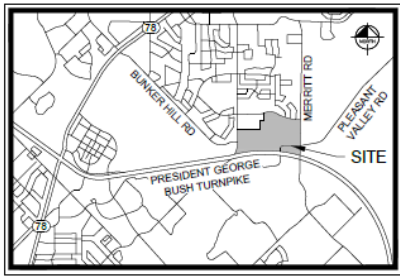


Exhibit D-1
Improvement Area #4 Street Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
P.O. Box 1000, Sachse, Texas 75084
972.261.1000
State of Texas Registration No. F-428



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #4	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

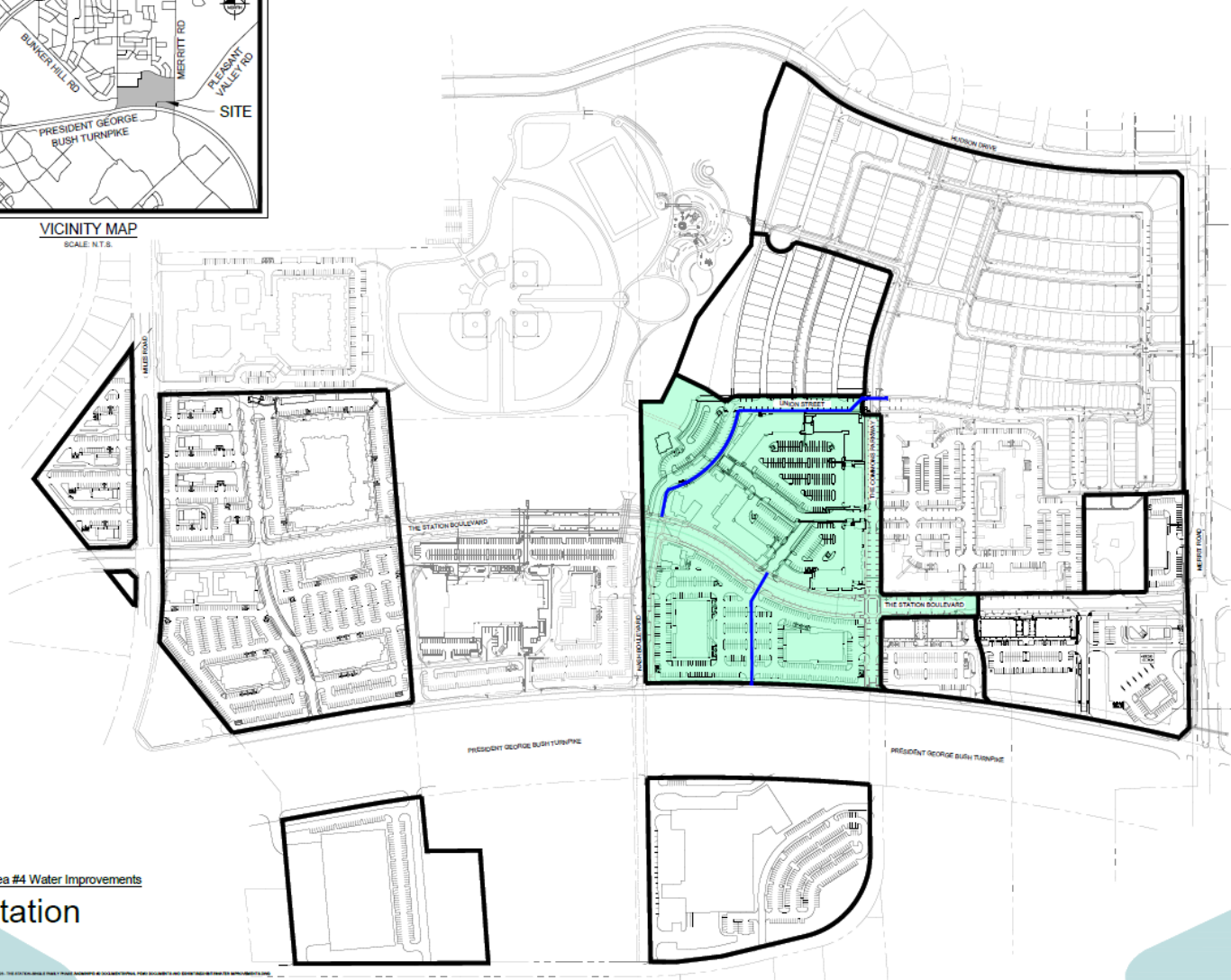


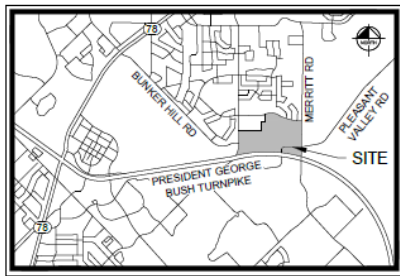
Exhibit D-2
Improvement Area #4 Water Improvements

The Station

Sachse, Texas
July 2022

Kimley»Horn

6180 Warren Parkway, Suite 210
Frisco, Texas 75034
972.336.3800
State of Texas Registration No. T-4628



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #4	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



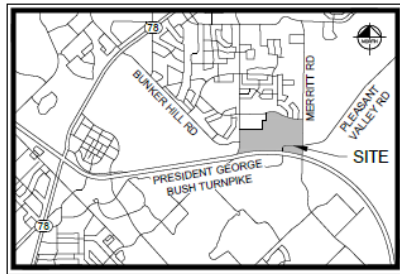
Exhibit D-3
Improvement Area #4 Sewer Improvements

The Station

Sachse, Texas
July 2022

Kimley»Horn

6165 Warren Parkway, Suite 210
Frisco, Texas 75034
972-356-2500
State of Texas Registration No. F-6028



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #4	
DRAINAGE IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



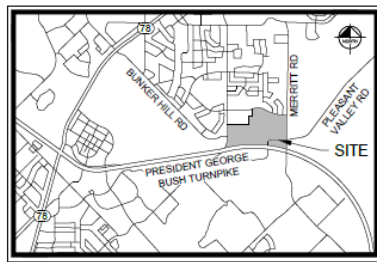
Exhibit D-4
Improvement Area #4 Drainage Improvements

The Station

Sachse, Texas
July 2022

Kimley»Horn

6180 Warren Parkway, Suite 210
Frisco, Texas 75034
972-338-2000
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.

MILES ROAD
MEDIAN OPENING

TRIDOT DRIVEWAY &
DECELERATION LANE

THE STATION BOULEVARD

PRESIDENT GEORGE BUSH TURNPIKE

PRESIDENT GEORGE BUSH TURNPIKE

MERRITT ROAD

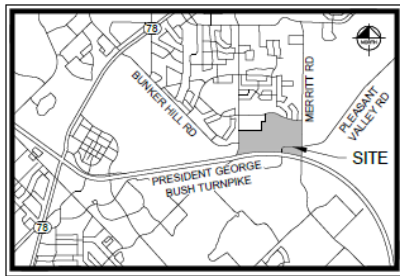


LEGEND	
IMPROVEMENT AREA #5	
PAVING IMPROVEMENTS	
SIDEWALK IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

NOTE: ALL PAVING IMPROVEMENTS LOCATED WITHIN ROW INCLUDE SIDEWALK AND PARALLEL PARKING

Exhibit E-1
Improvement Area #5 Street Improvements
The Station
Sachse, Texas
July 2022

Kimley»Horn
6500 Highway 281, Suite 210
Frisco, Texas 75034
(972) 251-1000
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #5	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

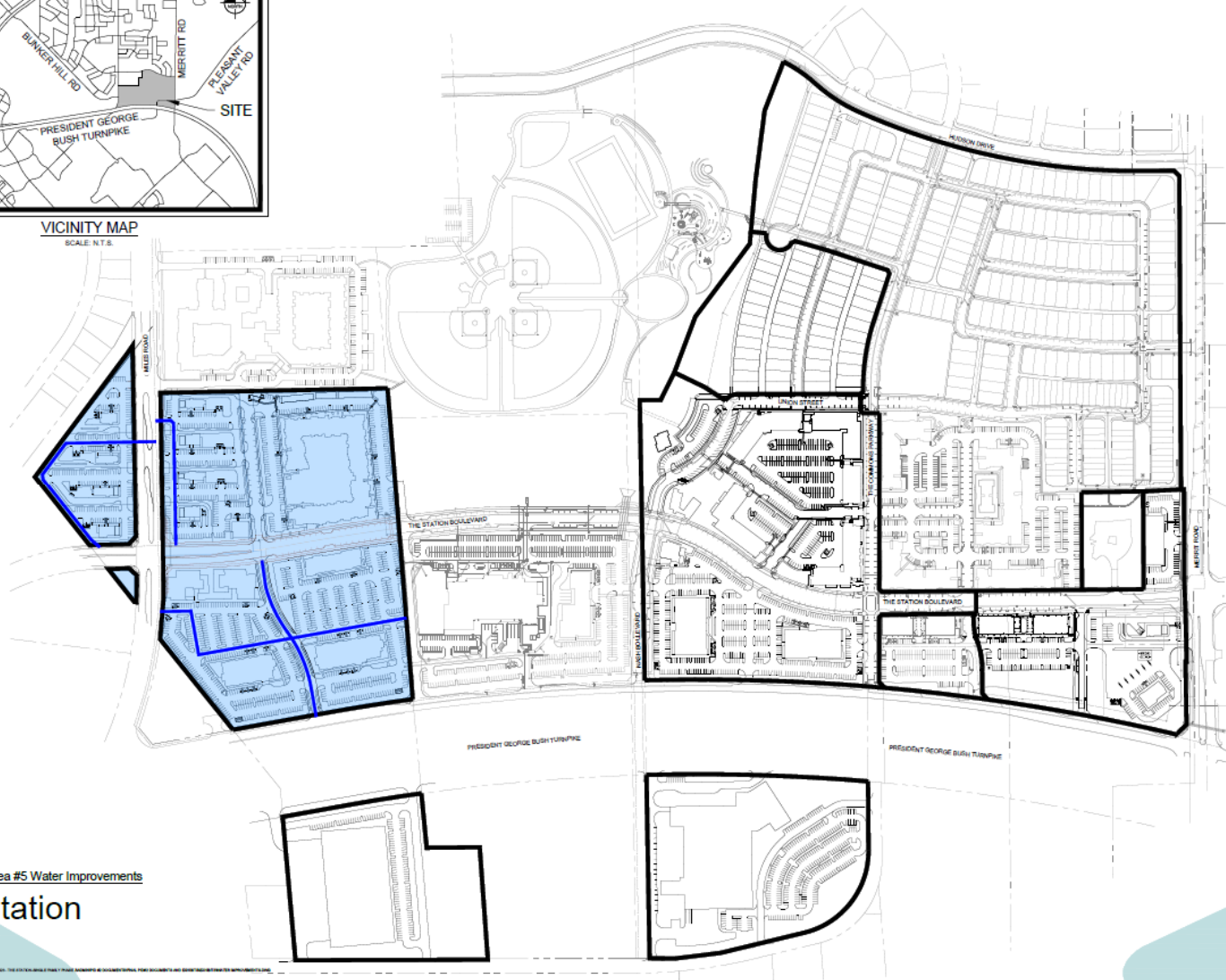


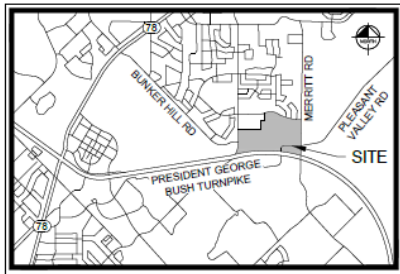
Exhibit E-2
Improvement Area #5 Water Improvements

The Station

Sachse, Texas
July 2022

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-338-2800
State of Texas Registration No. F-628



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #5	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

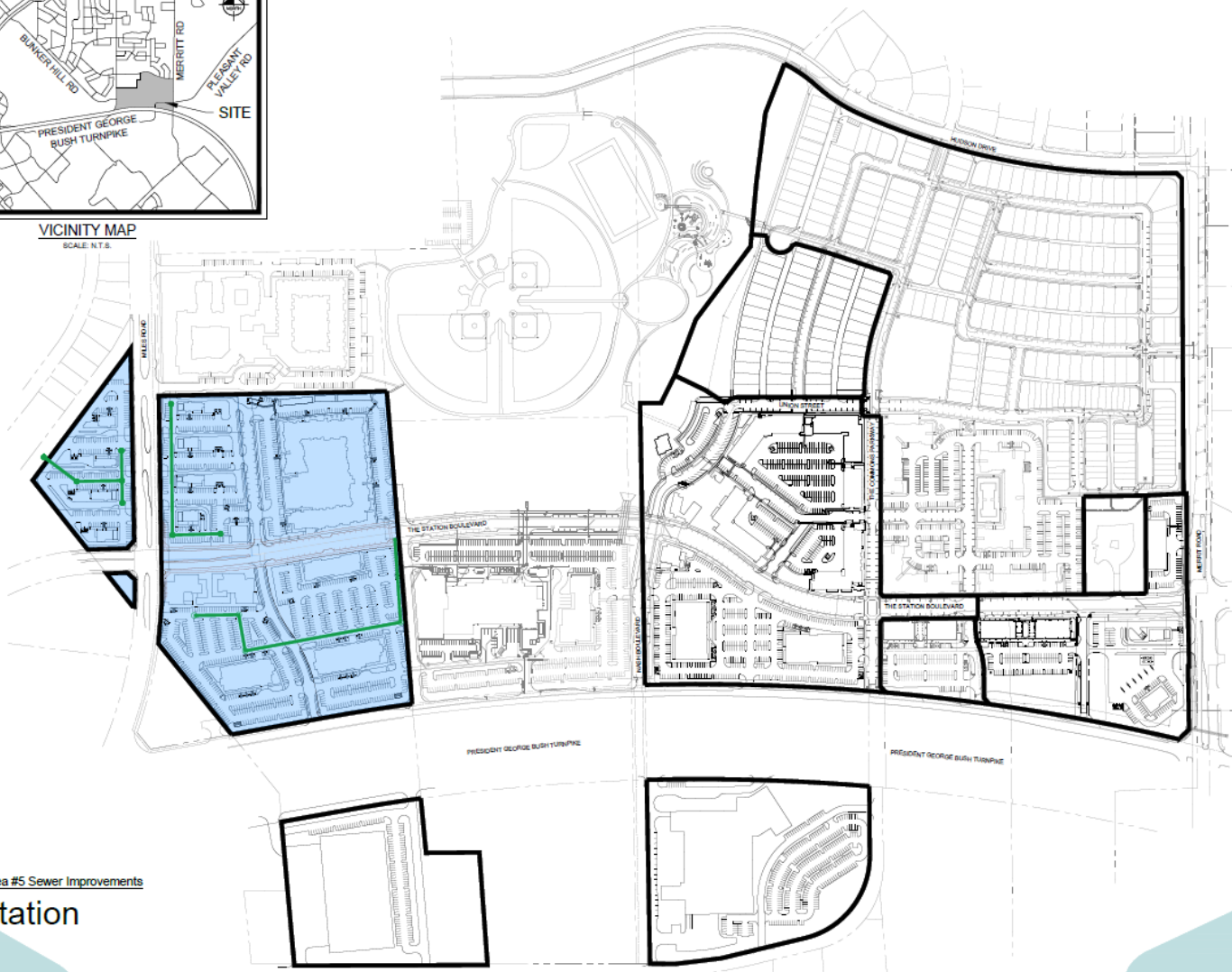
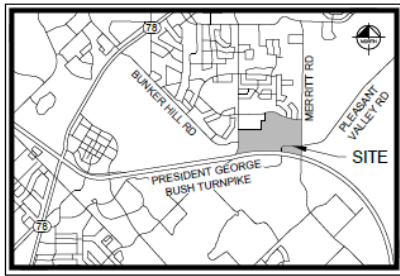


Exhibit E-3
Improvement Area #5 Sewer Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972.336.3500
State of Texas Registration No. 1-405



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #5	
DRAINAGE IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

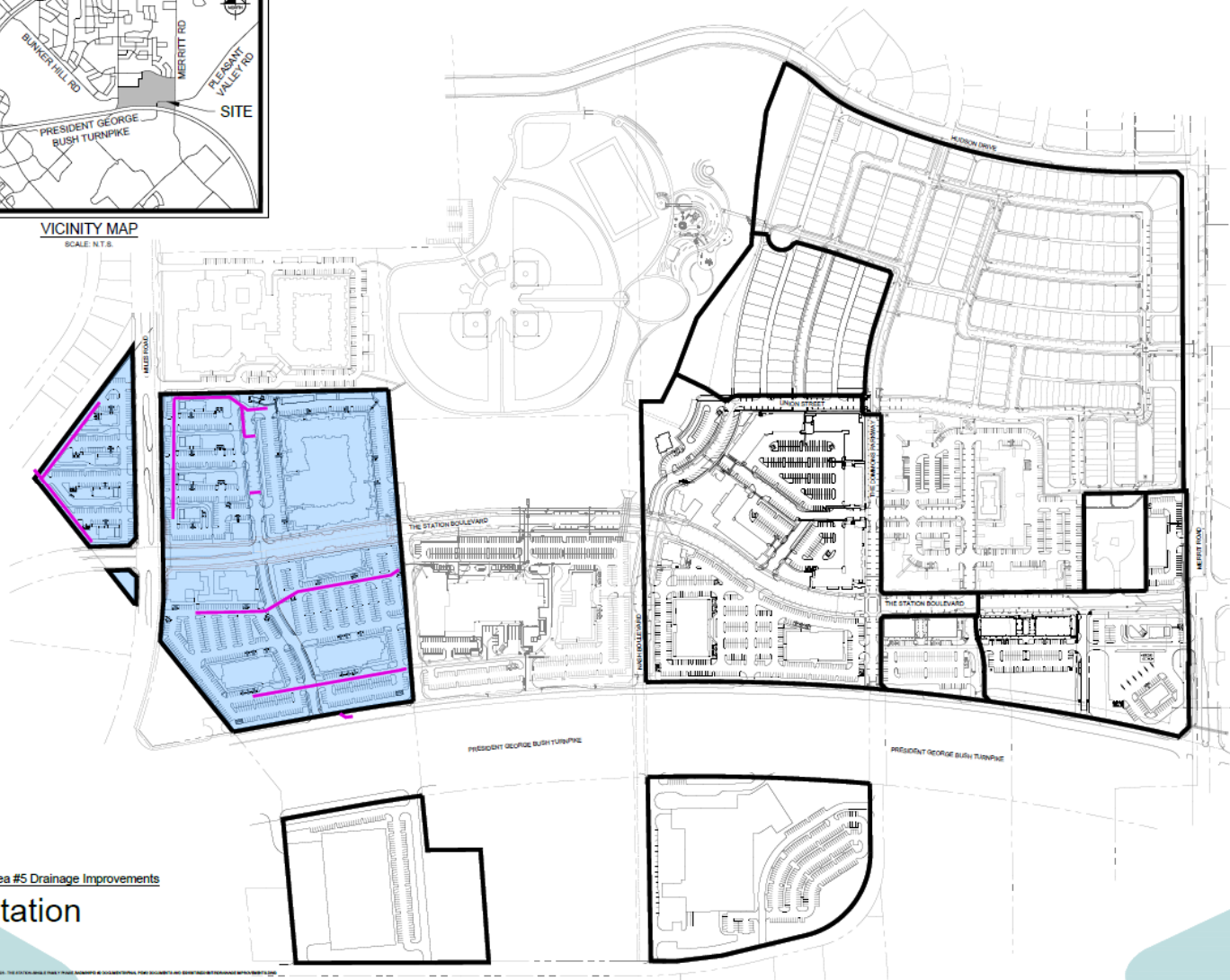
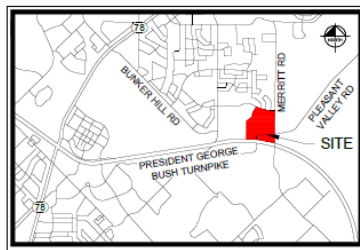


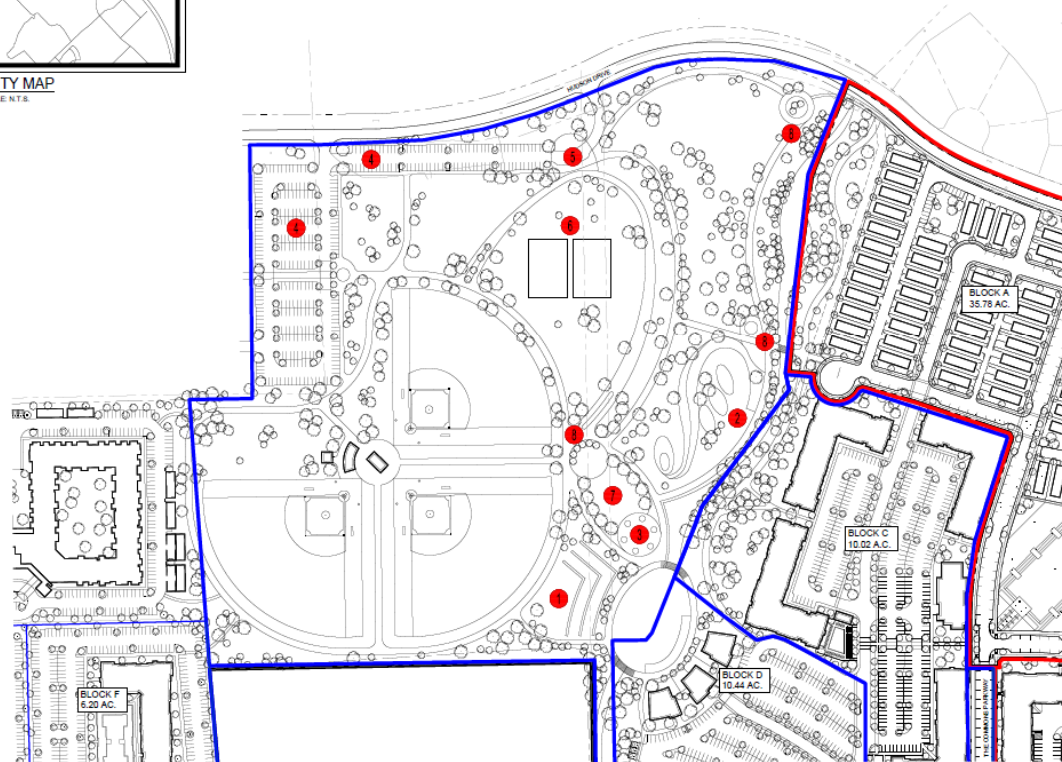
Exhibit E-4
Improvement Area #5 Drainage Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
8185 Warren Parkway, Suite 210
Frisco, Texas 75034
972-336-2500
State of Texas Registration No. F-6028



VICINITY MAP
SCALE: N.T.S.



LEGEND

[Red outline]	IMPROVEMENT AREA 1
[Blue outline]	MAJOR IMPROVEMENT AREA
[Red dot]	AMPHITHEATER
[Red dot]	PLAYGROUND WITH SHADE STRUCTURES
[Red dot]	SPLASH PAD
[Red dot]	PARKING LOT
[Red dot]	FOOD TRUCK PARKING AREA
[Red dot]	GREAT LAWN
[Red dot]	EVENT LAWN
[Red dot]	WALKING TRAILS

EXHIBIT I
HERITAGE PARK CONCEPT PLAN

The Station

Sachse, Texas
August 2020

Kimley-Horn

ENGINEER
2500 Station Parkway
Suite 110
Frisco, Texas 75034
(972) 250-2000
Contact: John W. Anderson, P.E.
State of Texas Registration No. F-028

OWNER/DEVELOPER
The Station Land, L.P.
601 Maple Avenue, Suite 800
Dallas, Texas 75210
(214) 444-1000
Contact: Taylor Reed

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE CITY'S PERCENTAGE OF CONTRIBUTION OF TAX INCREMENT TO TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO OF THE CITY OF SACHSE, TEXAS ("PMB PROJECT"); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Tax Increment Financing Act, Chapter 311, of the Texas Tax Code (the "Act"), on December 3, 2018, the City Council of the City of Sachse, Texas (the "City Council"), approved Ordinance No. 3898 establishing Reinvestment Zone Number Two, City of Sachse, Texas ("PMB Project") (hereinafter sometimes referred to herein as the "Zone" or "Reinvestment Zone Number Two"); and

WHEREAS, on September 21, 2020, the City Council approved Ordinance No. 3990 amending and increasing the boundaries of the Zone; and

WHEREAS, on October 26, 2020, the City Council approved Ordinance No. 4000 adopting the Final Tax Increment Reinvestment Zone Project and Finance Plan for the Zone; and

WHEREAS, on November 14, 2022, the City Council approved an ordinance adopting the Amended and Restated Final Project and Finance Plan (the "Project and Finance Plan") for the Zone; and

WHEREAS, the Project and Finance Plan provides for Tax Increment Funds to be used to fund the costs of certain eligible projects identified in the Project and Finance Plan and for other purposes as authorized by the Act; and

WHEREAS, Section 8 of Ordinance No. 3898 provides the City will participate in the Zone by contributing into the Tax Increment Fund fifty percent (50%) of the City's Tax Increment from real property ad valorem taxes collected in the Zone for a period of thirty (30) years;

WHEREAS, to ensure there are sufficient funds in the Tax Increment to pay the City's obligations for projects for which the City and the Zone's Board have agreed may be paid using Tax Increment Funds from the Zone, the City Council finds it necessary and in the public interest to amend Ordinance No. 3898 to increase the City's percentage of contribution to the Tax Increment Fund.

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

SECTION 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. Section 8 of Ordinance No. 3898 is amended to read as follows:

SECTION 8. That the City will participate in the Zone by contributing and depositing into the Tax Increment Fund the City's Tax Increment from real property ad valorem taxes collected in the Zone for a period of thirty (30) years, the last year being the 2049 Tax Year, at the following rates:

- a. For the Tax Increment collected for tax years 2019 through 2021: 50%;
and
- b. For the Tax Increment collected for tax years 2022 and later: 55.35%.

SECTION 3. All provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be, and the same are hereby repealed, and all other provisions of the ordinances of the City of Sachse not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or a part or provision thereof other than the part thereof decided to be unconstitutional, illegal or invalid.

SECTION 5. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 14th day of November 2022.

APPROVED:

Jeff Bickerstaff
Mayor

DULY ENROLLED:

Leah K Granger
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(kbl:11/4/2022:132189)



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	8. Conduct a public hearing and consider the adoption of an ordinance accepting and approving an amended and restated service and assessment plan and assessment rolls for the Sachse Public Improvement District No. 1, levying special assessments against certain property in Improvement Area #2 and Improvement Area #3 of the District and making certain findings and determinations relating to the District.
Access	Public
Type	Action, Discussion
Preferred Date	Oct 17, 2022
Absolute Date	Nov 14, 2022
Fiscal Impact	No
Recommended Action	Conduct a public hearing and consider the adoption of an ordinance accepting and approving an amended and restated service and assessment plan and assessment rolls for the Sachse Public Improvement District No. 1, levying special assessments against certain property in Improvement Area #2 and Improvement Area #3 of the District and making certain findings and determinations relating to the District.

Public Content

BACKGROUND

The Public Improvement District Assessment Act (the PID Act), Texas Local Government Code, Chapter 372, as amended, authorizes the City Council to create a public improvement district within the city. On January 22, 2019, the Council approved Resolution No. 3905 authorizing, establishing, and creating the Sachse Public Improvement District No. 1, and on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District. In September 2020, the City Council adopted an ordinance levying assessments on Major Improvement Area and Improvement Area #1 and issued bonds accordingly. Improvement Area #1 levy secures the 2020 bonds and a reimbursement obligation. A subsequent action item provides for the issuance of 2022 Series B bonds in order to retire the reimbursement obligation but remains secured by the same assessments.

This Amended and Restated Service and Assessment Plan and assessment rolls serve as the annual update, as required by the statute, for the rest of the District.

OVERVIEW

This Public Hearing was opened at the October 17 regular City Council meeting and continued to the November 14 regular City Council meeting.

POLICY CONSIDERATIONS

This action item is authorized under Chapter 372 of the Texas Local Government Code and is contemplated within the original Development Agreement between the City and PMB Station Land LP that was executed on October 3, 2018. The City Council approved Resolution No. 4073 and called for the public hearing at its September 19, 2022, regular City Council meeting.

RECOMMENDATION

Conduct a public hearing and consider the adoption of an ordinance accepting and approving an amended and restated service and assessment plan and assessment rolls for the Sachse Public Improvement District No. 1, levying special

assessments against certain property in Improvement Area #2 and Improvement Area #3 of the District and making certain findings and determinations relating to the District.

[Sachse PID No. 1 2022--Assessment Ordinance \(for agenda packets\).pdf \(20,004 KB\)](#)

ORDINANCE NO. _____

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

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”), authorizes the City Council (the “Council”) of the City of Sachse, Texas (the “City”), to create a public improvement district within the City; and

WHEREAS, on January 22, 2019, the Council approved Resolution No. 3905 (the “Authorization Resolution”), authorizing, establishing and creating the Sachse Public Improvement District No. 1 (the “District”) and, on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District; and

WHEREAS, on September 19, 2022, the Council adopted a resolution (i) determining the total costs of certain authorized public improvements to be undertaken in Improvement Areas #2-5 of the District (redefined as Improvement Area #2 and Improvement Area #3), (ii) approving a preliminary amended and restated service and assessment plan, including proposed Assessment Rolls (defined below), and (iii) directing the City Secretary to publish and mail notice of a public hearing (the “Assessment Hearing”) to consider an ordinance levying assessments (individually, the “Improvement Area #2 Assessment” and “Improvement Area #3 Assessment”, and collectively, the “Assessments”) on certain benefitted property within Improvement Area #2 and Improvement Area #3 (the “Improvement Area #2 Assessed Property” and the “Improvement Area #3 Assessed Property”, respectively, and collectively, the “Assessed Property”); and

WHEREAS, the City Secretary filed the proposed Assessment Rolls and made the same available for public inspection; and

WHEREAS, the City Secretary (i) published notice of the Assessment Hearing on October 6, 2022 in *The Sachse News*, which is a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the Act, and (ii) mailed notice of the Assessment Hearing to the last known address of the owners of property liable for the Assessments, pursuant to Section 372.016(c) of the Act; and

WHEREAS, the Council opened the Assessment Hearing on October 17, 2022, and immediately continued the Assessment Hearing to the next regular Council meeting on November 14, 2022; and

WHEREAS, the Council reopened the Assessment Hearing on November 14, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Rolls and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the authorized public improvements to be undertaken for the benefit of certain property within Improvement Area #2 and Improvement Area #3 (the “Improvement Area #2 Authorized Improvements” and the “Improvement Area #3 Authorized Improvements”, respectively, and collectively, the “Authorized Improvements”), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the Council finds and determines that (i) the Assessment Rolls and the Sachse Public Improvement District No. 1 Amended and Restated Service and Assessment Plan (the “Service and Assessment Plan”), attached hereto as **Exhibit A** and incorporated as a part of this Ordinance for all purposes, should be approved, and (ii) the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the assessment rolls attached thereto as Exhibits H-1 and I-1 (individually, the “Improvement Area #2 Assessment Roll” and the “Improvement Area #3 Assessment Roll”, and collectively, the “Assessment Rolls”); and

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

WHEREAS, the Council closed the Assessment Hearing, and, after considering all written and documentary evidence presented at the Assessment Hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

SECTION 1. TERMS. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

SECTION 2. FINDINGS. The Council hereby finds, determines and ordains, as follows:

- (a) The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct and are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section and constitute findings of the Council acting in its discretionary, legislative capacity.
- (b) All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance (i) have been taken and performed in compliance with the

Act and all other applicable laws, policies and procedures; (ii) have been taken and performed in a regular, proper and valid manner; and (iii) are approved and ratified.

- (c) The apportionment of the Actual Costs of the Authorized Improvements, including specifically the Improvement Area #2 Authorized Improvements and the Improvement Area #3 Authorized Improvements (as reflected in the Service and Assessment Plan, and the Annual Collection Costs pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved.
- (d) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements.
- (e) The Service and Assessment Plan apportions the costs of the (i) Improvement Area #2 Authorized Improvements to be assessed against certain property in Improvement Area #2 and (ii) Improvement Area #3 Authorized Improvements to be assessed against certain property in Improvement Area #3, and such apportionment is made on the basis of special benefits accruing to such property because of the Improvement Area #2 Authorized Improvements and the Improvement Area #3 Authorized Improvements, respectively.
- (f) All of the Improvement Area #2 Assessed Property being assessed in the amounts shown on the Improvement Area #2 Assessment Roll will be benefitted by the Improvement Area #2 Authorized Improvements as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #2 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #2 Authorized Improvements.
- (g) All of the Improvement Area #3 Assessed Property being assessed in the amounts shown on the Improvement Area #3 Assessment Roll will be benefitted by the Improvement Area #3 Authorized Improvements as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #3 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #3 Authorized Improvements.
- (h) The method of apportionment of the costs of the Authorized Improvements and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements and Annual Collection Costs on property similarly benefitted, and results in a reasonable classification and formula for the apportionment of the costs.
- (i) The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the Council and shall be the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the Act.
- (j) The Assessment Rolls should be approved as the assessment rolls for the Assessed Property.
- (k) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on the Annual Installments, interest and penalties on

delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District.

SECTION 3. SERVICE AND ASSESSMENT PLAN. The Service and Assessment Plan is hereby accepted and approved as the service plan and the assessment plan for the District. The Service and Assessment Plan shall be updated by the Council no less frequently than annually as required by the Act and more frequently as may be required by the Service and Assessment Plan or as deemed necessary or appropriate by the City.

SECTION 4. ASSESSMENT ROLLS. The Assessment Rolls are hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment rolls for the Assessed Property for all purposes.

SECTION 5. LEVY AND PAYMENT OF ASSESSMENTS FOR COSTS OF THE AUTHORIZED IMPROVEMENTS.

- (a) The Council hereby levies the Assessments on each Assessed Property, as shown and described in the Service and Assessment Plan and the Assessment Rolls, in the respective amounts shown in the Service and Assessment Plan, as special assessments as set forth in the Assessment Rolls.
- (b) The levy of the Assessments shall be effective on the date of adoption of this Ordinance and shall be collected and enforced strictly in accordance with the terms of the Service and Assessment Plan and the Act.
- (c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the Act.
- (d) Each Assessment may be prepaid in whole or in part at any time without penalty or may be paid in annual installments pursuant to the terms of the Service and Assessment Plan.
- (e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- (f) The Annual Installments shall be collected each year in the manner set forth in the Service and Assessment Plan.
- (g) The Annual Collection Costs for the Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

SECTION 6. METHOD OF ASSESSMENT. The method of apportioning the costs of the Authorized Improvements and Annual Collection Costs is set forth in the Service and Assessment Plan.

SECTION 7. PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS. Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

SECTION 8. PREPAYMENTS OF ASSESSMENTS. As provided in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

SECTION 9. LIEN PRIORITY. The Council and the owners of the Assessed Property intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessments and Annual Installments, to constitute covenants that shall run with the land. The Assessments and the Annual Installments which are levied hereby shall be binding upon the owners of the Assessed Property and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the Act.

SECTION 10. APPLICABILITY OF TAX CODE. To the extent not inconsistent with this Ordinance, and not inconsistent with the Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Assessments by the City.

SECTION 11. FILING IN LAND RECORDS. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan, to be recorded in the real property records of Dallas County, Texas, on or before November 21, 2022. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

SECTION 12. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for such purpose.

SECTION 13. EFFECTIVE DATE. This Ordinance shall take effect, and the levy of the Assessments and the provisions and terms of the Service and Assessment Plan, shall be and become effective upon adoption hereof.

[Remainder of page left blank intentionally]

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SACHSE,
TEXAS, THIS THE 14TH DAY OF NOVEMBER 2022.**

APPROVED

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of November, 2022 by Jeff Bickerstaff and Leah Granger, the Mayor and City Secretary, respectively, of the City of Sachse, Texas on behalf of said City.

Notary Public, State of Texas

(Notary Seal)

Exhibit A

Service and Assessment Plan

Sachse Public Improvement District No. 1

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

NOVEMBER 14, 2022



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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INTRODUCTION

Capitalized terms used in this Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes.

On January 22, 2019, the City Council passed and approved Resolution No. 3905 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 170.686 acres located within the corporate limits of the City, as described by boundary description on **Exhibit Q-1** and depicted on **Exhibit A-1**.

On October 26, 2020, the City Council approved the Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving the 2020 Assessment Ordinance. The Service and Assessment Plan identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted Assessment Rolls identifying the Assessment on each Lot within the District, based on the method of assessment identified in the Service and Assessment Plan.

On July 26, 2021, the City Council approved the 2021 Annual Service Plan Update by approving Resolution No. 4021. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

This Amended and Restated Service and Assessment Plan serves to amend and restate the Service and Assessment Plan, including the 2021 Annual Service Plan Update, in its entirety for the purposes of (1) dividing the Major Improvement Area into Improvement Area #2, Improvement Area #3, Improvement Area #4, and Improvement Area #5; (2) levying the Improvement Area #2 Assessment; (3) levying the Improvement Area #3 Assessment; (4) issuing the Improvement Areas #2-3 Bonds; (5) issuing the Improvement Area #1 Additional Bonds; and (6) updating the Assessment Rolls.

The PID Act requires a service plan to (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the buyer disclosure notice forms required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the buyer disclosure notice forms are attached as **Appendix C**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Roll for the Major Improvement Area is included as **Exhibit F-1**. The Assessment Roll for Improvement Area #1 is included as **Exhibit G-1**. The Assessment Roll for Improvement Area #2 is included as **Exhibit H-1**. The Assessment Roll for Improvement Area #3 is included as **Exhibit I-1**.

SECTION I: DEFINITIONS

“2020 Assessment Ordinance” means Ordinance No. 3998 which was passed and adopted by the City Council on October 26, 2020, and levied the Improvement Area #1 Assessments and the Major Improvement Area Assessments.

“2022 Assessment Ordinance” means Ordinance No. _____ which was passed and adopted by the City Council on November 14, 2022 and levied the Improvement Areas #2-3 Assessment.

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

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

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

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this Amended and Restated 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.

“Amended and Restated Service and Assessment Plan” means this Sachse Public Improvement District No. 1 Amended and Restated Service and Assessment Plan, which was approved by the 2022 Assessment Ordinance, as updated, and amended from time to time.

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

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds, if applicable.

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

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against the Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Major Improvement Area Assessment Roll, the Improvement Area #1 Assessment Roll, the Improvement Area #2 Assessment Roll, and the Improvement Area #3 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including in any Annual Service Plan Update.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, and described in Section III, as further depicted on **Exhibit J-1, Exhibit J-2, Exhibit J-3, Exhibit J-4, and Exhibit J-5.**

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, Trustee and paying agent/registrar fees, 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 Sachse Texas.

“City Contribution” means cash provided by the City to finance a portion of the total costs of the Major Improvements. The City Contribution exceeds the benefit received or to be received by the Authorized Improvements allocable to the City Land and is made in lieu of an Assessment on the City Land.

“City Council” means the governing body of the City.

“City Land” means approximately 37.33 acres within the Major Improvement Area that is benefitted from the Major Improvements but will not be assessed and is depicted on **Exhibit A-2.** The City Land is any land that is owned by the City or will be dedicated to the City.

“Commercial Lot Type 1” means Assessed Property intended for use as Inline Retail or Food Retail within Improvement Area #1, as provided by the Original Owner.

“Commercial Lot Type 2” means Assessed Property intended for use as Inline Retail, Food Retail, Pad Retail, or Office within the Major Improvement Area, as provided by the Original Owner.

“Commercial Lot Type 3” means Assessed Property intended for use as Jr. Anchor Retail or Office Flex within the Major Improvement Area, as provided by the Original Owner.

“County” means Dallas 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 Amended and Restated Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Development Agreement” means that certain ***Development Agreement*** by and between PMB Station Developer, LLC (by assignment from PMB Station Land, LP per instrument dated August

14, 2019) and the City of Sachse, Texas, effective October 8, 2018, as amended by (i) that certain ***First Amendment to Development Agreement and Consent to Assignment*** effective September 5, 2019; (ii) that certain ***Second Amendment to Development Agreement*** effective July 21, 2020; (iii) that certain ***Third Amendment to Development Agreement*** effective July 13, 2021; (iv) that certain ***Fourth Amendment to Development Agreement***, effective November 14, 2022; and inclusive of any subsequent amendments to the Development Agreement to which the parties to the Development Agreement may enter from time to time. A memorandum of the Development Agreement dated March 12, 2019, was recorded March 20, 2019, as Instrument No. 201900068907 in the Official Public Records of Dallas County, Texas.

“District” means the Sachse Public Improvement District No. 1 containing approximately 170.686 acres located within the corporate limits of the City, more specifically described in **Exhibit Q-1** and depicted on **Exhibit A-1**.

“District Formation Costs” means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

“Engineer’s Report” means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Original Owner, and confirmed by the City Council. The Estimated Buildout Value for each Lot Type is established by **Exhibit K-1** for all Lot Types and all improvement areas and will not change in Annual Service Plan Updates.

“Future Improvement Area” means a distinct portion of the Major Improvement Area described by metes and bounds and developed as an individual improvement area after Improvement Area #1, with such area(s) to be described, designated, and subject to separate Assessments levied in this Amended and Restated Service and Assessment Plan. The Future Improvement Area includes the entire District save and except Improvement Area #1, and pursuant to this Amended and Restated Service and Assessment Plan, is being divided into Improvement Area #2, Improvement Area #3, Improvement Area #4, and Improvement Area #5.

“Improvement Area #1” means approximately 48.387 acres located within the District, more specifically described in **Exhibit Q-3** and depicted on **Exhibit A-2**, and the plats and/or site plans on **Exhibit B-1**.

“Improvement Area #1 Additional Bonds” means those certain “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” that are secured by the Improvement Area #1 Assessments.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit G-2**, which amount may be reduced by the TIRZ No. 2 Annual Credit Amount.

“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 and imposed pursuant to the 2020 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #1 Authorized Improvements” means, collectively, (1) the Improvement Area #1 Projects; (2) the first year’s Annual Collection Costs related to the Improvement Area #1 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

“Improvement Area #1 Bonds” means the Improvement Area #1 Initial Bonds and the Improvement Area #1 Additional Bonds.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit J-2**.

“Improvement Area #1 Initial Bonds” means those certain “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” that are secured by the Improvement Area #1 Assessments.

“Improvement Area #1 Maximum Assessment” means for each Lot Type within Improvement Area #1, the amount shown on **Exhibit K-1**.

“Improvement Area #1 Projects” means, collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (2) the Improvement Area #1 Improvements.

“Improvement Area #1 Single Family Lot Type” means an Assessed Property within Improvement Area #1 platted or anticipated to be platted into similarly benefitted Lots to be used and developed for single family detached dwelling units and being marketed to homebuilders as a uniform lot type that may be developed with and sold for single family detached dwelling units. See **Appendix C-1** for homebuyer disclosures for Improvement Area #1 Single Family Lot Type Lots.

“Improvement Area #2” means approximately 7.779 acres located within the District, more specifically described in **Exhibit Q-4** and depicted on **Exhibit A-2**, and the plats and/or site plans on **Exhibit B-2**.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Improvement Area #2’s portion of the Additional Interest related to the Improvement Areas #2-3 Bonds, as shown on **Exhibit H-2**, which amount may be reduced by the TIRZ No. 2 Annual Credit Amount.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2022 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this Amended and Restated Service and Assessment Plan as **Exhibit H-1**.

“Improvement Area #2 Authorized Improvements” means, collectively, (1) the Improvement Area #2 Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #2; and (3) Improvement Area #2’s portion of the Bond Issuance Costs incurred in connection with the issuance of the Improvement Areas #2-3 Bonds.

“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 J-3**.

“Improvement Area #2 Maximum Assessment” means for each Lot within Improvement Area #2, the amount shown on **Exhibit K-1**.

“Improvement Area #2 Owner” means K Hovnanian DFW Villas at the Station, LLC.

“Improvement Area #3” means approximately 57.178 acres located within the District, more specifically described in **Exhibit Q-5** and depicted on **Exhibit A-2**, and the plats and/or site plans on **Exhibit B-3**.

“Improvement Area #3 Annual Installment” means the Annual Installment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #3; and (4) Improvement Area #3’s portion of the Additional Interest related to the Improvement Areas #2-3 Bonds, as shown on **Exhibit I-2**, which amount may be reduced by the TIRZ No. 2 Annual Credit Amount.

“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 and imposed pursuant to the 2022 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation or reduction according to the provisions 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 PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #3 Assessment Roll is included in this Amended and Restated Service and Assessment Plan as **Exhibit I-1**.

“Improvement Area #3 Authorized Improvements” means collectively, (1) the Improvement Area #3 Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area

#3; and (3) Improvement Area #3's portion of the Bond Issuance Costs incurred in connection with the issuance of the Improvement Areas #2-3 Bonds.

"Improvement Area #3 Improvements" means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property, as further described in **Section III.D** and depicted on **Exhibit J-4**.

"Improvement Area #3 Maximum Assessment" means for each Lot Type within Improvement Area #3, the amount shown on **Exhibit K-1**.

"Improvement Area #3 Maximum Assessment per Net Acre" means the amount shown on **Exhibit K-5** as reduced annually in each future Annual Service Plan Update by principal payments and any Prepayments made on the Improvement Area #3 Assessment.

"Improvement Area #3 Owners" means PMB Station Retail 2, LLC, PMB Station MF1 LP, Sachse Station Boulevard Owner LLC, TRHS MOB One LP, Vaquero Sachse Partners, LP, Gala Development Partners, LLC and the Original Owner.

"Improvement Area #3 Platted Property" means any portion of Improvement Area #3 that has been allocated a portion of the Improvement Area #3 Assessment because it has met the requirements of **Section VI.C** of this Amended and Restated Service and Assessment Plan.

"Improvement Area #3 Remaining Parcel" means all the Improvement Area #3 Assessed Property less the Improvement Area #3 Platted Property.

"Improvement Area #3 True-Up" means the true up performed by the City: (1) at the time the Improvement Areas #2-3 Bonds are issued, and (2) when 20%, 40%, 60%, and 80% of the Improvement Area #3 Assessments are allocated to the Improvement Area #3 Platted Properties to verify that the Improvement Area #3 Remaining Property will have an Improvement Area #3 Assessment per net acre equal to or less than the Improvement Area #3 Maximum Assessment Per Net Acre depicted on **Exhibit K-5**, as described in **Section VI.E**. Prior to the filing of the last plat in Improvement Area #3, the Administrator will ensure that the plat yields a uniform Improvement Area #3 Assessment per Lot Type in Improvement Area #3 and does not exceed the Improvement Area #3 Maximum Assessment per such Lot Type.

"Improvement Area #4" means approximately 8.747 acres located within the District, more specifically described in **Exhibit Q-6** and depicted on **Exhibit A-2**, and the plats and/or site plans on **Exhibit B-4**.

"Improvement Area #5" means approximately 11.266 acres located within the District, more specifically described in **Exhibit Q-7** and depicted on **Exhibit A-2**, and the plats and/or site plans on **Exhibit B-5**.

“Improvement Areas #2-3” means, collectively, Improvement Area #2 and Improvement Area #3.

“Improvement Areas #2-3 Assessments” means, collectively, the Improvement Area #2 Assessment and the Improvement Area #3 Assessment.

“Improvement Areas #2-3 Bonds” means those certain “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)” that are secured by the Improvement Areas #2-3 Assessments.

“Improvement Areas #2-3 Improvements” means, collectively, the Improvement Area #2 Improvements and the Improvement Area #3 Improvements.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

“Inline Retail” means a property intended to be developed into a retail building where tenants are placed contiguous to neighboring tenants, under a single roof, such that their frontages are in a straight line.

“Jr. Anchor Retail” means a property intended to be developed for a single tenant which can attract or generate traffic for the surrounding retail properties.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. retail, office, multi-family, single family residential), as determined by the Administrator and confirmed by the City Council, as shown on **Exhibit K-1** and **Exhibit K-2**.

“Major Improvement Area” means approximately 122.299 acres located within the District, and more specifically described in **Exhibit Q-2** and depicted on **Exhibit A-2**. The Major Improvement Area includes all of the District save and except Improvement Area #1.

“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) Annual Collection Costs related to the Major Improvement Area; and (4) Additional Interest related to the Major Improvement Area Bonds.

“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, related to the Major Improvement Area Authorized Improvements, and imposed pursuant to the 2020 Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

“Major Improvement Area Assessment Roll” means the Assessment Roll for the Major Improvement Area Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is included in this Amended and Restated Service and Assessment Plan as **Exhibit F-1**.

“Major Improvement Area Authorized Improvements” means, collectively, (1) the pro rata portion of the Major Improvements allocable to the Major Improvement Area; (2) the first year’s Annual Collection Costs related to the Major Improvement Area Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of the Major Improvement Area Bonds.

“Major Improvement Area Bonds” means those certain “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Major Improvement Area Project).”

“Major Improvement Area Initial Parcel” means all the Major Improvement Area Assessed Property against which the entire Major Improvement Area Assessment is levied as shown on the Major Improvement Area Assessment Roll.

“Major Improvement Area Maximum Assessment per Net Acre” means the amount shown on **Exhibit K-5** as reduced annually in each future Annual Service Plan Update by principal payments and any Prepayments made on the Major Improvement Area Assessment.

“Major Improvement Area Platted Property” means any portion of the Major Improvement Area that has been allocated a portion of the Major Improvement Area Assessment because it has met the requirements of **Section VI.C** of this Amended and Restated Service and Assessment Plan.

“Major Improvement Area Remaining Parcel” means all the Major Improvement Area Initial Parcel less the Major Improvement Area Platted Property.

“Major Improvement Area True-Up” means the true up performed by the City: (1) at the time the Improvement Areas #2-3 Bonds are issued, and (2) when 20%, 40%, 60%, and 80% of the Major Improvement Area Assessments are allocated to Major Improvement Area Platted Properties to verify that the Major Improvement Area Remaining Property will have a Major Improvement Area Assessment per net acre equal to or less than the Major Improvement Area Maximum Assessment Per Net Acre depicted on **Exhibit K-5**, as described in **Section VI.D**. Prior to the filing of the last plat in the Major Improvement Area, the Administrator will ensure that the plat yields a uniform Major Improvement Area Assessment per Lot Type in the Major Improvement Area.

“Major Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, as further described in **Section III.A** and depicted on **Exhibit J-1**.

“Multi-family Lot Type” means an Assessed Property within the District intended to be developed as multi-family housing.

“Net Acres” means acres per block as depicted on the concept plan shown on **Exhibit A-1** pertaining to the Major Improvement Area Remaining Parcel and the Improvement Area #3 Remaining Parcel. The total Net Acres in the Major Improvement Area and Improvement Area #3, as shown on **Exhibit K-5** will not change in Annual Service Plan Updates.

“Non-Assessed Property” means Parcels within the boundaries of the District that accrue special benefit from the Authorized Improvements as determined by the City Council, but are not assessed for the costs of the Authorized Improvements.

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit M**.

“Office Flex” means a property designed to be versatile that may be developed and used in combination with office, research and development, quasi-retail sales, and including, but not limited to, industrial, warehouse, and distribution uses.

“Office” means a property designed to house employees of business entities that produce a product or service primarily for support services such as administration, accounting, marketing, information processing and dissemination, consulting, human resource management, financial and insurance services, education and medical services, and other professional services.

“Operations and Maintenance Assessment” means a separate Assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance, which pays for the City’s operation and maintenance of the Authorized Improvements, as shown on an Assessment Roll in the Operations and Maintenance Amended and Restated Service and Assessment Plan.

“Operations and Maintenance Service and Assessment Plan” means the Operations and Maintenance Service and Assessment Plan, adopted on October 26, 2020, which governs the Operations and Maintenance Assessment, as it may be modified, amended, supplemented and updated by the City Council from time to time.

“Original Owner” means PMB Station Developer, LLC, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“Owners” means the Original Owner, PMB station Retail 2 LLC, Vaquero Sachse Partners, LP, K Hovnanian DFW Villas at the Station, LLC, PMB Station MF1 LP, Sachse Station Boulevard Owner LLC, TRHS MOB One LP, SL6 Sachse LP, and Gala Development Partners, LLC.

“Pad Retail” means a free-standing building, oftentimes with a drive-thru, that compliments the surrounding retail’s existing tenant mix. Examples of such uses include banking, fuel, eating establishments, and other similar services.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax parcel identification number assigned by the Dallas Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

“PID Account” means a segregated account of the TIRZ No. 2 Fund in which the TIRZ No. 2 Annual Credit Amount is deposited.

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

“PID Bonds” means any bonds issued by the City in one or more series that are secured in whole or in part by Assessments.

“Plat” or “Subdivision Plat” means a “plat” as defined in and approved in accordance with Section 8-5 of the Code of Ordinances, City of Sachse, Texas, as amended.

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

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

“Service and Assessment Plan” means the Sachse Public Improvement District No. 1 Service and Assessment Plan, which was approved by the 2020 Assessment Ordinance, as updated and amended from time to time.

“Service Plan” means the plan described in Section VI which 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**.

"TIRZ No. 2" means the Reinvestment Zone Number Two, City of Sachse, Texas.

"TIRZ No. 2 Annual Credit Amount" means a portion of the TIRZ No. 2 Revenues generated from the Assessed Property to reduce the Annual Installments allocable to the Assessed Property on a Lot Type basis which shall not annually exceed the TIRZ No. 2 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 2 Fund to the applicable pledged revenue fund pursuant to the TIRZ No. 2 Final Plan, as amended from time to time.

"TIRZ No. 2 Final Plan" means the Reinvestment Zone Number Two, City of Sachse, Texas Amended and Restated Final Project and Financing Plan, dated _____, providing for the payment of project costs related to certain public improvements, including the Major Improvements, Improvement Area #1 Improvements and Improvement Areas #2-3 Improvements as provided pursuant to the Development Agreement, Section 7.07, as amended.

"TIRZ No. 2 Fund" means the tax increment fund created pursuant to the TIRZ No. 2 Ordinance into which TIRZ No. 2 Revenues are deposited annually.

“TIRZ No. 2 Maximum Annual Credit Amount” means the amount of TIRZ No. 2 Revenues that, when applied to Assessed Property on a Lot Type basis to reduce the Annual Installment next due for such Assessed Property, results in an aggregate equivalent tax rate of Annual Installments of Assessments plus all other overlapping taxing entities of \$3.15 per \$100 of assessed value for such Assessed Property. The TIRZ No. 2 Maximum Annual Credit Amount for each improvement area will be calculated based on the Estimated Buildout Value at the time the City Council approves the Assessment Ordinance levying the respective Assessments as shown on **Exhibit K-1**.

"TIRZ No. 2 Ordinance" means Ordinance No. 3898 enacted by the City Council approving the creation and boundary of TIRZ No. 2 and establishing the TIRZ No. 2 Fund, as amended by Ordinance No. 3990, and any later ordinance enacted by the City Council amending TIRZ No. 2.

"TIRZ No. 2 Revenues" mean, for each year, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, TIRZ No. 2 Final Plan, as amended from time to time.

"Townhome Lot Type" means an Assessed Property within the District platted or anticipated to be platted into townhome Lots and being marketed to homebuilders as townhome Lots. See **Appendix C-2** for homebuyer disclosures for townhome Lots.

"Trustee" means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 170.686 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit Q-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 214 Lots classified as Single Family Lot Types, 59 Lots classified as Townhome Lot Types, 790 Multi-family Lot Types, 15,688 square feet of Commercial Lot Type 1, 206,597 square feet of Commercial Lot Type 2, and 346,472 square feet of Commercial Lot Type 3.

Improvement Area #1 includes approximately 48.387 acres (not including right-of-way) located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit O-3** and depicted on **Exhibit A-2**, and on the plats/site plans on **Exhibit B-1**. Improvement Area #1 is platted/site-planned and includes 165 Lots classified as Single Family Lot Types, 59 Lots classified as Townhomes Lot Types, 300 Multi-family Lot Types, and 15,688 square feet of Commercial Lot Type 1.

Improvement Area #2 includes approximately 7.779 contiguous acres (not including right-of-way) located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit O-4** and depicted on **Exhibit A-2**, and on the plats and site plans on **Exhibit B-2**. Improvement Area #2 is fully platted/site-planned and includes 49 Lots classified as Single Family Lot Types.

Improvement Area #3 includes approximately 57.178 acres (not including right-of-way) located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit O-5** and depicted on **Exhibit A-2**, and on the plats and site plans on **Exhibit B-3**. Improvement Area #3 is partially platted/site-planned and upon completion of vertical construction, will include 114,144 square feet of Commercial Lot Type 2 and 490 Multi-Family units, and is anticipated to eventually include an additional 92,453 square feet of Commercial Lot Type 2 and 24,000 square feet of Commercial Lot Type 3.

Improvement Area #4 includes approximately 8.747 contiguous acres (not including right-of-way) located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit Q-6** and depicted on **Exhibit A-2**, and on the plats and site plans on **Exhibit B-4**. Improvement Area #4 is fully platted/site-planned and, upon completion of vertical construction, will include 103,680 square feet of Commercial Lot Type 3.

Improvement Area #5 includes approximately 11.266 contiguous acres (not including right-of-way) located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit Q-7** and depicted on **Exhibit A-2**, and on the plats and site plans on **Exhibit**

B-5. Improvement Area #5 is fully platted/site-planned and, upon completion of vertical construction, will include 218,792 square feet of Commercial Lot Type 3.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Original Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract. The budget for the Authorized Improvements is shown on **Exhibit C-2**.

A. Major Improvements

- *Station Blvd/Bunker Hill Road*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, dry utility infrastructure, drainage infrastructure, screen walls, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way.

- *Hudson Road*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, drainage infrastructure, screen walls, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way.

- *Merritt Road*

Improvements include landscaping enhancements, screen walls, and retaining walls for the right-of-way of Merritt Road.

- *Commons Parkway/Street A*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, dry utility infrastructure, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide a benefit to all property within the District.

- *Heritage Park Improvements*

Improvements include earthwork, excavation, erosion control, retaining wall, signage, playground equipment, shade structures, park furniture fixtures, fountains, splash pad, parking, sidewalks, trails, drainage infrastructure, landscaping, water and sewer utility improvements, concrete paving, irrigation, and re-vegetation of all disturbed areas.

- *Regional Detention*

Improvements include clearing, pond excavation, soil testing, retaining walls, erosion control, piping of inbound and outbound drainage lines, construction of outlet structures, re-vegetation of disturbed areas, and soft costs.

- *Master Water Line Extension*

Improvements including trench excavation and embedment, trench safety, piping, fire hydrant assemblies, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide water service to the District.

- *Master Sewer Main Extension – Line A*

Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to the District.

- *Master Sewer Main Extension – Line B*

Improvements including trench excavation and embedment, trench safety, piping, boring, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to the District.

- *Master Entry Monumentation/Artwork*

Improvements include public entry signage components such as monument signs, lighting, brick wall footings, and landscaping. Public art features such as statues and monuments are also included.

- *Public Collector Road B/Street B*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps and sidewalks located within the right of way. All related earthwork, excavation, erosion

control, retaining walls, intersections, signage, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District.

- *Soft Costs*

Costs related to designing, constructing, installing, and financing the Major Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, District Formation Costs, and other PID costs incurred and paid by the Original Owner.

B. Improvement Area #1 Improvements

- *Public Parking Access and In-Tract Improvements/Public Parking Area*

- *Street*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel, testing, ADA ramps, striping, drainage infrastructure, TxDOT Improvements, and curb cut driveways. All related earthwork, excavation, erosion control, retaining walls, street signs and traffic safety signs, landscaping, and irrigation and re-vegetation of all disturbed areas within the right of way are also included.

- *Water*

Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and necessary appurtenances to provide storm drainage for all Lots within Improvement Area #1.

- *Phase 1 SF/East Tract*

- *Public Open Space*

Improvements include earthwork, excavation, erosion control, retaining walls, signage, playground equipment, shade structures, park furniture fixtures, lighting, fountains, parking, sidewalks, trails, drainage infrastructure, landscaping, screen wall, water and sewer utility improvements, concrete paving, irrigation, and re-vegetation of all disturbed areas within public open space within Improvement Area #1.

- *Street*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and all necessary appurtenances to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

Costs related to designing, constructing, installing, and financing the Improvement Area

#1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, and other PID costs incurred and paid by the Original Owner.

C. Improvement Area #2 Improvements

- *Street*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, striping, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, drainage infrastructure, landscaping, hardscape, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2.

- *Water*

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

- *Sewer*

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

- *Storm Drainage*

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

- *Miscellaneous*

Improvements including any general contractor or contractor's fees, street name blades and poles, stop signs, materials testing, paying and performance bonds, maintenance bonds, and hard cost contingency.

- *Soft Costs*

Costs related to designing, constructing, installing, and financing the Improvement Area

#2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, soft costs, contingency and other PID costs incurred and paid by the Original Owner.

D. Improvement Area #3 Improvements

- *Street*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, striping and sidewalks. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, drainage infrastructure, landscaping, hardscape, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #3.

- *Water*

Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #3.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #3.

- *Storm Drainage*

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

- *Miscellaneous*

Improvements including any general contractor or contractor's fees, street name blades and poles, stop signs, materials testing, payment and performance bonds, maintenance bonds, and hard cost contingency.

- *Soft Costs*

Costs related to designing, constructing, installing, and financing the Improvement Area

#3 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, soft cost contingency and other PID costs incurred and paid by the Original Owner.

E. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest under an applicable Indenture in connection with the issuance of a series of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Underwriter's Counsel*

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, Trustee and paying agent/registrar fees, and any other cost or expense directly associated with the issuance of PID Bonds.

F. Other Costs

- *Initial Administrative Fund Deposit*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized

Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit D** summarizes the initial Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Amended and Restated 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 C**.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Amended and Restated 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 equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners, developers, and all current and future owners, developers, and end-users of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Original Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the

City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Major Improvements were allocated to Improvement Area #1 and the Major Improvement Area based upon Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of all Assessed Property within the District at the time the Service and Assessment Plan was approved. At that time, Improvement Area #1 was allocated 41% of the Major Improvements, and the Major Improvement Area was allocated the remaining 59% of the Major Improvements, based on the Estimated Buildout Values of each area at the time the 2020 Assessment Ordinance was approved.
- The costs of the Major Improvement Area Authorized Improvements were allocated to each Parcel within the Major Improvement Area based on the ratio of the Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property to the Estimated Buildout Value of all Major Improvement Area Assessed Property at the time the 2020 Assessment Ordinance was approved.
- The costs of the Improvement Area #1 Authorized Improvements were allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property at the time the 2020 Assessment Ordinance was approved.
- The costs of the Improvement Area #2 Authorized Improvements are being allocated to each Parcel within Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property at the time the 2022 Assessment Ordinance is approved.
- The costs of the Improvement Area #3 Authorized Improvements that are being financed with Improvement Area #3 Assessments are being allocated to each Parcel within Improvement Area #3 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 at the time the 2022 Assessment Ordinance is approved.

B. Assessments

The Major Improvement Area Assessment was levied on the Major Improvement Area Assessed Property in the amount shown on the Major Improvement Area Assessment Roll, attached hereto

as **Exhibit F-1**. The projected Major Improvement Area Annual Installments are shown on **Exhibit F-2**. Upon division or subdivision of the Major Improvement Area Assessed Property, the Major Improvement Area Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #1 Assessment was levied on the Improvement Area #1 Assessed Property in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of the Improvement Area #1 Assessed Property, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #2 Assessment will be levied on the Improvement Area #2 Assessed Property in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit H-2**. Upon division or subdivision of the Improvement Area #2 Assessed Property, the Improvement Area #2 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #3 Assessment will be levied on the Improvement Area #3 Assessed Property in the amount shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit I-2**. Upon division or subdivision of the Improvement Area #3 Assessed Property, the Improvement Area #3 Assessment will be reallocated pursuant to **Section VI**.

The Major Improvement Area Maximum Assessment per Net Acre is shown on **Exhibit K-5**. In no case will the Major Improvement Area Assessment per acre for Lots within the Major Improvement Area exceed the Major Improvement Area Maximum Assessment per Net Acre.

The Improvement Area #1 Maximum Assessment for each Lot Type within Improvement Area #1 is shown on **Exhibit K-1**. In no case will the Improvement Area #1 Assessment for Lots within Improvement Area #1 exceed the corresponding Improvement Area #1 Maximum Assessment for each Lot Type.

The Improvement Area #2 Maximum Assessment for each Lot Type within Improvement Area #2 is shown on **Exhibit K-1**. In no case will the Improvement Area #2 Assessment for Lots within Improvement Area #2 exceed the corresponding Improvement Area #2 Maximum Assessment for each Lot Type.

The Improvement Area #3 Maximum Assessment for each Lot Type within Improvement Area #3 is shown on **Exhibit K-1**. In no case will the Improvement Area #3 Assessment for Lots within Improvement Area #3 exceed the corresponding Improvement Area #3 Maximum Assessment for each Lot Type.

The Improvement Area #3 Maximum Assessment per Net Acre is shown on **Exhibit K-5**. In no case will the Improvement Area #3 Assessment per acre for Lots within Improvement Area #3 exceed the Improvement Area #3 Maximum Assessment per Net Acre.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity and based on information provided by the Original Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, has found and determined:

- *Major Improvement Area*
 - The costs of the Major Improvement Area Authorized Improvements, not including the City Contribution and private costs, equal \$8,540,000¹ as shown on **Exhibit C-2**;
 - The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Authorized Improvements equal to or greater than the Actual Costs of the Major Improvement Area Authorized Improvements;
 - With the adoption of the 2020 Assessment Ordinance, the Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessment levied for the Major Improvement Area Authorized Improvements, which equals \$8,540,000; and
 - The special benefit ($\geq \$8,540,000$) received by the Major Improvement Area Initial Parcel from the Major Improvement Area Authorized Improvements is greater than or equal to the amount of the Major Improvement Area Assessment (\$8,540,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements.
- *Improvement Area #1*
 - The costs of the Improvement Area #1 Authorized Improvements, not including the private costs related to the Improvement Area #1 Authorized Improvements, equal \$12,153,142² as shown on **Exhibit C-2**;

¹ As shown in the Original Service and Assessment Plan, not inclusive of reallocation of Major Improvements and changes to City and Owner Contributions, as shown in **Exhibit C-1**.

² As shown in the Original Service and Assessment Plan, not inclusive of reallocation of Major Improvements and changes to City and Owner Contributions, as shown in **Exhibit C-1**.

- The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements;
 - With the adoption of the 2020 Assessment Ordinance, the Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equals \$12,153,142; and
 - The special benefit ($\geq$ \$12,153,142) received by the 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 Assessment (\$12,153,142) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements.
- *Improvement Area #2*
 - The costs of the Improvement Area #2 Authorized Improvements, not including the private costs related to the Improvement Area #2 Authorized Improvements, equal \$1,581,963 as shown on **Exhibit C-2**;
 - The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #2 Authorized Improvements;
 - The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Authorized Improvements, which equals \$1,114,364 as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H-1**;
 - The special benefit ($\geq$ \$1,581,963) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Authorized Improvements is equal to or greater than the amount of the Improvement Area #2 Assessment (\$1,114,364) levied on the Improvement Area #2 Assessed Property for the Improvement Area #2 Authorized Improvements; and
- *Improvement Area #3*
 - The costs of the Improvement Area #3 Authorized Improvements, not including the private costs related to the Improvement Area #3 Authorized Improvements equal \$7,154,692 as shown on **Exhibit C-2**;

- The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #3 Authorized Improvements;
- The Improvement Area #3 Assessed Property will be allocated 100% of the Improvement Area #3 Assessment levied for the Improvement Area #3 Authorized Improvements, which equals \$6,191,636 as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit I-1**; and
- The special benefit ($\geq \$7,154,692$) 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 (\$6,191,636) levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Authorized Improvements.

E. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

F. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

G. TIRZ No. 2 Annual Credit Amount

The City Council, in accordance with the TIRZ No. 2 Final Plan has agreed to use a portion of TIRZ No. 2 Revenues generated from each Assessed Property to reduce the Improvement Area #1 Annual Installment, Improvement Area #2 Annual Installment, and Improvement Area #3 Annual Installments allocable to the respective Assessed Property on a Lot Type basis by the TIRZ No. 2 Annual Credit Amount. The TIRZ No. 2 Annual Credit Amount will not be applied to reduce the Major Improvement Area Annual Installment.

1. The applicable Annual Installment for an Assessed Property shall receive a TIRZ No. 2 Annual Credit Amount on a Lot Type basis from the TIRZ No. 2 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 2 Revenue collected from the Assessed

Property for Tax Year 2022 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to the Assessed Property's Annual Installment to be collected in Tax Year 2023), but in no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in **Section V.G.2** as calculated on **Exhibit L** for each Assessed Property.

2. The TIRZ No. 2 Maximum Annual Credit Amount to reduce the Annual Installment for an Assessed Property is calculated for each Lot Type, as shown on **Exhibit L**. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the average Annual Installment minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$3.15 per \$100 of assessed value) taking into consideration the 2021 tax rates of all applicable overlapping taxing units (which includes the Operations and Maintenance Assessment applicable to such Lot Type) and based on the Estimated Buildout Value at the time the Assessment Ordinance approving the applicable Assessment was approved. The resulting TIRZ No. 2 Annual Credit Amount for each Lot Type is shown below:

- *Improvement Area #1³*
 - Single Family: \$470.72
 - Townhomes: \$314.48
 - Multifamily: \$208.87
 - Commercial 1: \$0.23
- *Improvement Area #2*
 - Single Family: \$1,242.63
- *Improvement Area #3*
 - Commercial 2: \$0.68
 - Commercial 3: \$0.45
 - Block D1 Multi-Family: \$145.22
 - Block F Multi-Family: \$551.38

³ Note: the TIRZ No. 2 Maximum Annual Credit Amounts shown for Improvement Area #1 On **Exhibit L** were calculated in the Service and Assessment Plan adopted with the levy of the Improvement Area #1 Assessment by the 2020 Assessment Ordinance. The TIRZ No. 2 Annual Credit Amount being applied to any improvement area's Annual Installment may be lower than the maximum. See **Exhibit L** for the TIRZ No. 2 Maximum Annual Credit Amount and TIRZ No. 2 Annual Credit Amount applied.

3. The TIRZ No. 2 Annual Credit Amount shall be held in a segregated account by the City, the PID Account of the TIRZ No. 2 Fund, which is then applied to provide a Parcel by Parcel credit towards a portion of the Annual Installment for the Assessed Property. Any excess revenues remaining in the PID Account of the TIRZ No. 2 Fund shall be used in accordance with the approved TIRZ No. 2 Final Plan, and in the Development Agreement, as amended.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirement under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Original Owner, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Value for Single Family Lot Types, Multi-family Lot Types, Townhome Lot Types, Commercial Lot Type 1, Commercial Lot Type 2 and Commercial Lot Type 3 are shown on **Exhibit K-1** and will not change in future Annual Service Plan Updates but **Exhibit K-1** and **Exhibit K-2** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with the same Lot Type

The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information shown in **Exhibit K-1**. The Estimated Buildout Value for Single Family Lot Types, Multi-Family Lot Types, Townhome Lot Types, Commercial Lot Type 1, Commercial Lot Type 2 and Commercial Lot Type 3 are shown on **Exhibit K-1** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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

reallocation. The calculation as confirmed by the City Council shall be conclusive and binding.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the maximum assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Such Prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the City for use as internal roads, utilities, and other similar public improvements in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel, provided the requirements of Section 14 of the PGBT Zoning District of the City's codified ordinance are followed. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit M.**

C. True-Up of Assessments if Improvement Area #1 Maximum Assessment, Improvement Area #2 Maximum Assessment, or Improvement Area #3 Maximum Assessment is Exceeded

Upon submission of a preliminary plat and/or site plan by the Original Owner or owner to the City, the Original Owner or owner shall provide the City the gross building square footage and use type for land included in the preliminary plat and/or site plan for each Lot anticipated to be created by the preliminary plat and/or site plan considering factors that may impact value. The Administrator will review the preliminary plat and/or site plan to determine if such plat and/or site plan will or will not result in the Assessment per Lot for any Lot Type within the preliminary plat and/or site plan exceeding the respective maximum assessment. If the Administrator determines the preliminary plat and/or site plan results in an Assessment per Lot for any Lot Type

exceeding the respective maximum assessment, prior to the City issuing any building permit for any such Lot described in the reviewed preliminary plat or site plan, the Original Owner or owner will make a Prepayment in an amount sufficient to reduce the Assessment for each Lot within such preliminary plat and/or site plan to the applicable maximum assessment. The City's approval of an Annual Service Plan Update, a preliminary plat, or a site plan without payment of such Prepayment amounts does not eliminate the obligation of the Original Owner or owner to pay such amounts.

D. True-Up of Major Improvement Area Assessments if the Major Improvement Area Maximum Assessment per Net Acre is Exceeded

The City will perform the Major Improvement Area True-Up: (1) when the Improvement Areas #2-3 Bonds are issued, and (2) when 20%, 40%, 60% and 80% of the Major Improvement Area Assessments are allocated to Major Improvement Area Platted Properties to verify that the Major Improvement Area Remaining Property will have a Major Improvement Area Assessment per net acre equal to or less than the Major Improvement Area Maximum Assessment Per Net Acre depicted on **Exhibit K-5**. Whenever the Major Improvement Area True-Up is performed, the City shall calculate the outstanding Major Improvement Area Assessment per net acre on the Major Improvement Area Remaining Parcel. If the outstanding Major Improvement Area Assessment per net acre on the Major Improvement Area Remaining Parcel is below the Major Improvement Area Maximum Assessment per Net Acre, then no further action is needed. However, if the outstanding Major Improvement Area Assessment per net acre on the Major Improvement Area Remaining Parcel exceeds the Major Improvement Area Maximum Assessment per Net Acre, the Original Owner shall be obligated to make a Prepayment, plus accrued interest in a principal amount sufficient to reduce the outstanding Major Improvement Area Assessment per net acre on the Major Improvement Area Remaining Parcel to the Major Improvement Area Maximum Assessment per Net Acre prior to the City approving the Annual Service Plan Update for that year and prior to any future plats being filed. The City's approval of an Annual Service Plan Update or a plat without payment of such amounts does not eliminate the obligation of the owner of the Major Improvement Area Remaining Parcel to pay such amounts.

Prior to the filing of the last plat in the Major Improvement Area, the Administrator will ensure that the plat yields a uniform Major Improvement Area Assessment per Lot Type in the Major Improvement Area, notwithstanding the Improvement Areas #2-3 Assessment. For example, if previously platted Commercial 3 Lot Type Parcels all have the same Major Improvement Area Assessment of \$5 per gross building square foot, and the last plat contains Commercial Lot Type 3, but due to previous Prepayments or an increase in building size, the amount to be allocated is less than \$5 per gross building square foot, then all the Major Improvement Area Assessments

on Commercial Lot Type 3 Parcels will be reduced so that all Commercial Lot Type 3 Parcels have the same Major Improvement Area Assessment. Notwithstanding the foregoing, the Major Improvement Area Assessment shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding Major Improvement Area Bonds and any other PID Bonds that are secured by the Major Improvement Area Assessment.

E. True-Up of Improvement Area #3 Assessments if the Improvement Area #3 Maximum Assessment per Net Acre is Exceeded

The City will perform the Improvement Area #3 True-Up: (1) when the Improvement Areas #2-3 Bonds are issued, and (2) when 20%, 40%, 60% and 80% of the Improvement Area #3 Assessments are allocated to Improvement Area #3 Platted Properties to verify that the Improvement Area #3 Remaining Property will have an Improvement Area #3 Assessment per net acre equal to or less than the Improvement Area #3 Maximum Assessment per Net Acre depicted on **Exhibit K-5**. Whenever the Improvement Area #3 True- Up is performed, the City shall calculate the outstanding Improvement Area #3 Assessment per net acre on the Improvement Area #3 Remaining Parcel. If the outstanding Improvement Area #3 Assessment per net acre on the Improvement Area #3 Remaining Parcel is below the Improvement Area #3 Maximum Assessment per Net Acre, then no further action is needed. However, if the outstanding Improvement Area #3 Assessment per net acre on the Improvement Area #3 Remaining Parcel exceeds the Improvement Area #3 Maximum Assessment per Net Acre, the owner shall be obligated to make a Prepayment, plus accrued interest in a principal amount sufficient to reduce the outstanding Improvement Area #3 Assessment per net acre on the Improvement Area #3 Remaining Parcel to the Improvement Area #3 Maximum Assessment per Net Acre prior to the City approving the Annual Service Plan Update for that year and prior to any future plats being filed. The City's approval of an Annual Service Plan Update or a plat without payment of such amounts does not eliminate the obligation of the owner of the Improvement Area #3 Remaining Parcel to pay such amounts.

Prior to the filing of the last plat in the Improvement Area #3, the Administrator will ensure that the plat yields a uniform Improvement Area #3 Assessment per Lot Type in Improvement Area #3 , notwithstanding the Major Improvement Area Assessment. For example, if previously platted Commercial 3 Lot Type Parcels all have the same Improvement Area #3 Assessment of \$5 per gross building square foot, and the last plat contains Commercial Lot Type 3, but due to previous Prepayments or an increase in building size, the amount to be allocated is less than \$5 per gross building square foot, then all the Improvement Area #3 Assessments on Commercial Lot Type 3 Parcels will be reduced so that all Commercial Lot Type 3 Parcels have the same Improvement

Area #3 Assessment. Notwithstanding the foregoing, the Improvement Area #3 Assessment shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding Improvement Areas #2-3 Bonds and any other PID Bonds that are secured by the Improvement Areas #2-3 Assessments.

F. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds, as directed by the City pursuant to the terms of such Indenture. In addition, the TIRZ No. 2 Annual Credit Amount shall be reduced in the same proportion as the Assessments. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

G. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit 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.

H. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Major Improvement Area Annual Installments, **Exhibit G-2** shows the estimated Improvement Area #1 Annual Installments, **Exhibit H-2** shows the estimated Improvement Area #2 Annual Installments, and **Exhibit I-2** shows the estimated Improvement Area #3 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property or Non-Assessed Property, as shown by the Dallas Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable laws, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed

Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute “PID Bonds.”

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

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 Amended and Restated 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 applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced

by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Major Improvement Area Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #1 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner, the Administrator shall provide a written response to the City Council and the owner within 30 days after receipt of a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Amended and Restated Service and Assessment Plan. Interpretations of this Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Filing Requirements

Within seven days of approval by the City Council, the City Secretary shall file and record the executed 2022 Assessment Ordinance, including all exhibits and appendices thereto, in the real property records of the County. In addition, the City Secretary shall similarly file in the real property records of the County each ordinance approving an Annual Service Plan Update, including all attachments thereto, with each such filing to occur within seven days of the date of each respective Annual Service Plan Update is approved by the City Council.

E. Severability

If any provision of this Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

PARCEL SUBDIVISION

City Land

- The final plat for The Station Major Infrastructure Phase 1, consisting of 1 Lot within Dallas County, was recorded in the Official Public Records of the County on December 7, 2020. The Lot is classified as City Land and will therefore not be allocated an Assessment.

Improvement Area #1

- The final plat for The Station Phase 1 (Block A), consisting of 224 residential Lots and 9 non-benefitted Lots within Dallas County, was recorded in the Official Public Records of the County on August 6, 2020. 165 residential Lots are classified as Single Family Lot Types, 59 Lots are classified as Townhome Lots, and 9 Lots are classified as Non-Benefitted Property. The plat is attached as **Exhibit B-1**.
- The final plat for The Station Retail Lot 1, Block M (Block K-1), consisting of 15,688 square feet of Commercial Lot Type 1 per the Site Plan provided by the Original Owner, was recorded in the Official Public Records of the County on August 25, 2021. The plat is attached as **Exhibit B-1**.
- The Final Plat for Block B, which consists of 300 Multi-Family units, was recorded in the Official Public Records of the County on November 11, 2021.

Improvement Area #2

- The preliminary plat for The Station Phase 3 (Block C), consisting of 49 residential Lots and 4 non-benefitted Lots within Dallas County, was approved by the City on December 13, 2021, and is expected to be recorded in the Official Public Records of the County in the first quarter of 2023. All 49 residential Lots are classified as Single Family Lot Types, and 4 Lots are classified as Non-Benefitted Property. The plat is attached as **Exhibit B-3**.

Improvement Area #3

- The site plan for Block K-2(A), was submitted to the City on November 1, 2021, consisting of 18,172 square feet of Commercial Lot Type 2. The site plan is attached as **Exhibit B-2**.
- The preliminary site plan for Block K-2(C) was submitted to the City on March 11, 2022, consisting of 6,050 square feet of Commercial Lot Type 2. The site plan is attached as **Exhibit B-2**.
- The site plan for The Station Multi-Family Phase 2 (Block D partial) was submitted to the city on December 14, 2021, consisting of 297 Multi-Family units. The site plan is attached as **Exhibit B-4**.

- The site plan for Sparrow Senior Living (Block F) was submitted to the City on January 29, 2021, consisting of 193 Multi-Family units. The site plan is attached as **Exhibit B-5**. The final plat for Block F has been approved by the City, but not yet filed with the County.
- The site plan for TRHS MOB One Block B, Lot 3 (Block L3) was submitted to the city originally on December 16, 2020, and resubmitted on February 23, 2021, consisting of 66,600 square feet of Commercial Lot Type 2. The site plan is attached as **Exhibit B-5**.
- The master site plan – West Tract for Trinity Regional Hospital Sachse Medical Office Building 1 was submitted to the City on October 28, 2020, consisting of one building containing 66,600 square feet of Commercial Lot Type 2 (which is the same building as in the site plan for TRHS MOB One Block B, Lot 3), and an additional building containing an additional 20,000 square feet of Commercial Lot Type 2 on Block L2, for a total of 86,600 square feet of Commercial Lot Type 2. The master site plan is attached as **Exhibit B-5**. The final plat for Block L2 and Block L3 has been approved by the City, but not yet filed with the County.

Improvement Area #4

- The conceptual site plan for Block I was submitted to the City in March of 2022 and consists of 103,680 square feet of Commercial Lot Type 3. The conceptual site plan is attached as **Exhibit B-6**.

Improvement Area #5

- The preliminary site plan for Project Apollo (Block J) was submitted to the City in September of 2021 and consists of 218,792 square feet of Commercial Lot Type 3. The preliminary site plan is attached as **Exhibit B-7**.

LOT AND HOME SALES

Improvement Area #1

Per the quarterly report dated September 30, 2022, the Original Owner has closed 59 22' Lots and 165 40' Lots within Improvement Area #1 to homebuilders. For 22' Lots, Aston Woods has 32 homes under construction. For 40' Lots, Aston Woods has 30 homes under construction and K. Hovnanian has 3 homes under construction. Ashton Woods has closed 23 22' homes to end users, and 53 40' homes to end users. K. Hovnanian Homes has closed 79 40' homes to end users. The estimated date of completion for all homes within Improvement Area #1 is December 2022.

See **Appendix C-1** for Single Family Lot Type and **Appendix C-2** for Townhome Lot Type buyer disclosures.

Major Improvement Area

Per the quarterly report dated September 30, 2022, the Original Owner has closed all 49 Lots in Block C to K. Hovnanian Homes. No homes are under construction, and none have been sold to end-users. The estimated date of completion for all homes within the Major Improvement Area is December 2024. See **Appendix C-7** for Block C Single Family Lot Type buyer disclosure.

Block K2(A) has been sold to PMB Station Retail 2 LLC. It is being developed as Lot Commercial Lot Type 2. See **Appendix C-5** for the Block K2(A) buyer disclosure.

Block K2(C) has been sold to Vaquero Sachse Partners, LP and has not yet started construction, but is finalizing their construction plans and permitting with the City of Sachse. Block K2(C) is being developed as a 7-11, which is considered Commercial Lot Type 2 for the purposes of the District. See **Appendix C-6** for the Block K2(C) buyer disclosure.

Block D1 has been sold to MB Station MFI LP. It is being developed as 297 Multi-Family units. See **Appendix C-8** for the Block D1 buyer disclosure.

Block F has been sold to Sachse Station Boulevard Owner LLC, and is currently under construction, with an estimated date of substantial completion of 12/31/2022. It is being developed as 193 Multifamily units. See **Appendix C-9** for the Block F buyer disclosure.

Block L2 and Block L3 have been sold to TRHS MOB One, LLP and, as of June 30, 2022, Block L3 is currently under construction, with an estimated date of substantial completion of 12/31/2022. It is being developed as a doctor's office/surgery center/other medical related use, which is considered Commercial Lot Type 2 for the purposes of the District. See **Appendix C-11** for the Block L3 buyer disclosure. Block L2 is expected to have an additional 20,000 square foot Medical Office Building. See **Appendix C-12** for the Block L2 buyer disclosure. Block G1 was sold to Sachse Station1, LLC, an affiliate of Gala Development Partners, LLC for the construction of a Dilla's restaurant, which is considered Lot Type 2 for the purposes of the District. See **Appendix C-10** for the Block G1 buyer disclosure.

Block I has been sold to SL6 Sachse LP. Vertical construction is expected to begin in the first quarter of 2024. Block I is being developed as light industrial - last-mile logistics, which is considered Commercial Lot Type 3 for the purposes of the District. See **Appendix C-13** for the Block I buyer disclosure.

Block J has been sold to Evolve Biologics (USA), LLC. It is expected that Evolve Biologics (USA), LLC will begin construction in the third quarter of 2023. It is being developed as office/office flex (laboratory) use, which is considered Commercial Lot Type 3 for the purposes of the District. See **Appendix C-14** for the Block J buyer disclosure.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

The budget for the Improvement Area #1 Authorized Improvements was \$11,116,141 at the time the Original Assessment Ordinance was approved. With the approval of this 2022 Amended and Restated Service and Assessment Plan, the Improvement Area #1 Authorized Improvements budget has been revised to \$11,219,821. The amount spent to date from the Improvement Area #1 project funds is \$9,444,228, as shown on the table below. The Improvement Area #1 Improvements are complete except for Regional Detention and Heritage Park Improvements, which are expected to be completed by the third quarter of 2023. City acceptance of the other Major Improvements was obtained on 3/7/2022.

Improvement Area #1					
	Original Budget	Revised Budget ¹	Spent to Date ²	Percent Complete	
<i>Improvement Area #1 Improvements</i>					
Public Parking and In-Tract Improvements/Public Parking Area	\$ 496,770	\$ 496,770	\$ 356,703	71.80%	
Phase 1 SF/East Tract	5,146,352	5,146,352	5,146,352	100.00%	
Soft Costs	800,721	800,721	791,755	98.88%	
	\$ 6,443,843	\$ 6,443,843	\$ 6,294,810	97.69%	
<i>Major Improvements</i>					
Station Blvd/Bunker Hill Road	\$ 1,951,801	\$ 1,951,801	\$ 1,948,022	99.81%	
Hudson Road	227,354	232,640	227,354	97.73%	
Merritt Road	108,302	143,128	108,302	75.67%	
Commons Parkway/Street A	229,082	231,969	229,082	98.76%	
Heritage Park Improvements	929,864	1,386,788	-	0.00%	
Regional Detention ³	362,758	192,581	-	0.00%	
Master Water Line Extension	74,590	58,106	15,483	26.65%	
Master Sewer Main Extension - Line A	86,384	91,781	-	0.00%	
Master Sewer Main Extension - Line B	3,374	9,290	-	0.00%	
Master Entry Monumentation/Artwork (TBD)	121,083	124,043	121,083	97.61%	
Public Collector Road B/Street B	174,208	141,380	141,380	100.00%	
Soft Costs	403,500	212,472	358,712	168.83%	
	\$ 4,672,299	\$ 4,775,978	\$ 3,149,418	65.94%	
Total	\$ 11,116,141	\$ 11,219,821	\$ 9,444,228	84.17%	

Notes:

¹ See Exhibit C-1 for the changes to the budget.

² Per quarterly report dated September 30, 2022.

Major Improvement Area

The budget for the Major Improvement Area Authorized Improvements was \$6,723,552 at the time the Original Assessment Ordinance was approved. With the approval of this 2022 Amended and Restated Service and Assessment Plan, the Major Improvement Area Authorized Improvements budget has been revised to \$6,872,749. The amount spent to date from the Major Improvement Area project funds is \$4,575,153, as shown on the table below. The Major Improvements are complete except for Regional Detention and Heritage Park Improvements,

which are expected to be completed by the third quarter of 2023. City acceptance of all Major Improvements other than Regional Detention and Heritage Park Improvements was obtained on 3/7/2022.

Major Improvement Area					
	Original Budget	Revised Budget ¹	Spent to Date ²	Percent Complete	
Major Improvements					
Station Blvd/Bunker Hill Road	\$ 2,808,689	\$ 2,808,689	\$ 2,803,251	99.81%	
Hudson Road	327,168	334,774	327,168	97.73%	
Merritt Road	155,850	205,964	155,850	75.67%	
Commons Parkway/Street A	329,654	333,809	329,654	98.76%	
Heritage Park Improvements	1,338,096	1,995,622	-	0.00%	
Regional Detention	522,017	277,128	-	0.00%	
Master Water Line Extension	107,337	83,616	22,280	26.65%	
Master Sewer Main Extension - Line A	124,308	132,076	-	0.00%	
Master Sewer Main Extension - Line B	4,855	13,368	-	0.00%	
Master Entry Monumentation/Artwork (TBD)	174,242	178,501	174,242	97.61%	
Public Collector Road B/Street B	250,689	203,449	203,449	100.00%	
Soft Costs	580,646	305,752	559,259	182.91%	
	\$ 6,723,552	\$ 6,872,749	\$ 4,575,153	66.57%	

Notes:

¹ See Exhibit C-1 for the changes to the budget.

² Per quarterly report dated September 30, 2022.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has a total outstanding Improvement Area #1 Assessment of \$11,188,000, of which \$6,560,000 is attributable to the Improvement Area #1 Bonds, and \$4,628,000 is attributable to the Improvement Area #1 Additional Bonds.

Major Improvement Area

The Major Improvement Area has an outstanding Major Improvement Area Assessment of \$8,410,000. See **Exhibit K-2** for the allocation of the Major Improvement Area Assessment between the Major Improvement Area Platted Properties and the Major Improvement Area Remaining Parcel.

TIRZ ANNUAL CREDIT

Improvement Area #1

The TIRZ No. 2 Annual Credit Amount applicable to Improvement Area #1 for the Improvement Area #1 Annual Installment due 1/31/2023 is \$29,141.67. See **Exhibit G-1** for the Improvement Area #1 Assessment Roll which shows the TIRZ No. 2 Annual Credit Amount applicable to each

Lot within Improvement Area #1

INSTALLMENT DUE 1/31/2023

Improvement Area #1

- **Improvement Area #1 Initial Bonds Principal and Interest** - The total principal and interest required for the Annual Installment for the Improvement Area #1 Initial Bonds is \$384,450.00.
- **Improvement Area #1 Initial Bonds Additional Interest** – The total Delinquency and Prepayment Reserve Requirement, 0.5% interest charged on the Improvement Area #1 Assessments related to the Improvement Area #1 Initial Bonds, due is \$32,800.00.
- **Improvement Area #1 Annual Collection Costs** - The cost 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 Improvement Area #1 Assessment remaining on the Parcel. The total Annual Collection Costs allocated for the Improvement Area #1 Annual Installment is \$94,681.67.
- **Improvement Area #1 Annual Installment TIRZ Credit** - The TIRZ No. 2 Annual Credit Amount applicable to Improvement Area #1 for the Improvement Area #1 Annual Installment due January 31, 2023 is \$29,141.67.

Improvement Area #1	
Due January 31, 2023	
<i>Improvement Area #1 Bonds</i>	
Principal	\$ 140,000.00
Interest	\$ 244,450.00
Additional Interest	\$ 32,800.00
	\$ 417,250.00
Annual Collection Costs	\$ 94,681.67
TIRZ Credit	\$ (29,141.67)
Total Annual Installment	\$ 482,790.00

Major Improvement Area

- **Major Improvement Area Bonds Principal and Interest** - The total principal and interest required for the Annual Installment allocable to the Major Improvement Area Bonds is \$603,212.50.

- **Major Improvement Area Bonds Additional Interest** - The total Delinquency and Prepayment Reserve Requirement, 0.5% interest charged on the Major Improvement Area Assessments, due is \$42,050.00.
- **Major Improvement Area Annual Collection Costs** - The cost 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 Major Improvement Area Assessment remaining on the Parcel. The total Annual Collection Costs allocated for the Major Improvement Area Annual Installment is \$44,134.58.

Major Improvement Area	
Due January 31, 2023	
Principal	\$ 140,000.00
Interest	\$ 463,212.50
	<u>\$ 603,212.50</u>
Additional Interest	\$ 42,050.00
Annual Collection Costs	\$ 44,134.58
Total Annual Installment	\$ 689,397.08

See **Exhibit N-1** and **N-2**, for the Debt Service Schedule for the Major Improvement Area Bonds, and the Improvement Area #1 Initial Bonds shown in the limited offering memorandum for such PID Bonds.

See **Exhibit K-3** for the Annual Collection Costs breakdown for every improvement area in the District.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

There have been no full prepayments of Assessments in Improvement Area #1.

Major Improvement Area

There have been no full prepayments of Assessments in the Major Improvement Area.

PARTIAL PREPAYMENTS OF ASSESSMENTS

Improvement Area #1

There have been no partial prepayments of Assessments in Improvement Area #1.

Major Improvement Area

There have been no partial prepayments of Assessments in the Major Improvement Area.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Improvement Area #1

There have been no extraordinary optional redemptions of Improvement Area #1 Initial Bonds.

Major Improvement Area

There have been no extraordinary optional redemptions of Major Improvement Area Bonds.

EXHIBITS

The following Exhibits are attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District/Block Map
Exhibit A-2	Map of the Major Improvement Area, Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, Improvement Area #5, and City Land
Exhibit B-1	Improvement Area #1 Plats/Site Plans
Exhibit B-2	Improvement Area #2 Plats/Site Plans
Exhibit B-3	Improvement Area #3 Plats/Site Plans
Exhibit B-4	Improvement Area #4 Plats/Site Plans
Exhibit B-5	Improvement Area #5 Plats/Site Plans
Exhibit C-1	Project Costs
Exhibit C-2	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses of Funds
Exhibit F-1	Major Improvement Area Assessment Roll
Exhibit F-2	Major Improvement Area Annual Installments
Exhibit G-1	Improvement Area #1 Assessment Roll
Exhibit G-2	Improvement Area #1 Annual Installments
Exhibit H-1	Improvement Area #2 Assessment Roll
Exhibit H-2	Improvement Area #2 Annual Installments
Exhibit I-1	Improvement Area #3 Assessment Roll
Exhibit I-2	Improvement Area #3 Annual Installments
Exhibit J-1	Maps of Major Improvements
Exhibit J-2	Maps of Improvement Area #1 Improvements
Exhibit J-3	Maps of Improvement Area #2 Improvements
Exhibit J-4	Maps of Improvement Area #3 Improvements
Exhibit J-5	Maps of Park Improvements
Exhibit K-1	Maximum Assessment for Improvement Areas #2-3
Exhibit K-2	Maximum Assessment for Major Improvement Area
Exhibit K-3	Annual Collection Costs
Exhibit K-4	Improvement Area #1 Mandatory Prepayment
Exhibit K-5	Major Improvement Area and Improvement Area #3 Net Acres

Exhibit L	TIRZ No. 2 Annual Credit Amount by Lot Type
Exhibit M	Form of Notice of Assessment Termination
Exhibit N-1	Debt Service Schedule for Major Improvement Area Bonds
Exhibit N-2	Debt Service Schedule for Improvement Area #1 Initial Bonds
Exhibit N-3	Debt Service Schedule for Improvement Area #1 Additional Bonds
Exhibit N-4	Debt Service Schedule for the Improvement Areas #2-3 Bonds
Exhibit O-1	District Boundary Description
Exhibit O-2	Major Improvement Area Boundary Description
Exhibit O-3	Improvement Area #1 Boundary Description
Exhibit O-4	Improvement Area #2 Boundary Description
Exhibit O-5	Improvement Area #3 Boundary Description

APPENDICES

The following Appendices are attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Heritage Park Improvements
Appendix C-1	Improvement Area #1 Block A Single Family Buyer Disclosure
Appendix C-2	Improvement Area #1 Block A Townhome Buyer Disclosure
Appendix C-3	Improvement Area #1 Block B Multi-Family Buyer Disclosure
Appendix C-4	Improvement Area #1 Block K-1 Commercial 1 Buyer Disclosure
Appendix C-5	Improvement Area #3 Block K2(A) Commercial 2 Buyer Disclosure
Appendix C-6	Improvement Area #3 Block K2(C) Commercial 2 Buyer Disclosure
Appendix C-7	Improvement Area #2 Block C Single Family Buyer Disclosure
Appendix C-8	Improvement Area #3 Block D1 Multi-Family Buyer Disclosure
Appendix C-9	Improvement Area #3 Block F Multi-Family Buyer Disclosure
Appendix C-10	Improvement Area #3 Block G1 Commercial 2 Buyer Disclosure
Appendix C-11	Improvement Area #3 Block L3 Commercial 2 Buyer Disclosure
Appendix C-12	Improvement Area #3 Block L2 Commercial 2 Buyer Disclosure
Appendix C-13	Improvement Area #4 Block I Commercial 3 Buyer Disclosure
Appendix C-14	Improvement Area #5 Block J Commercial 3 Buyer Disclosure
Appendix C-15	Major Improvement Area Remaining Parcel Buyer Disclosure
Appendix C-16	Improvement Area #3 Remaining Parcel Buyer Disclosure

EXHIBIT A-1 – MAP OF THE DISTRICT/BLOCK MAP

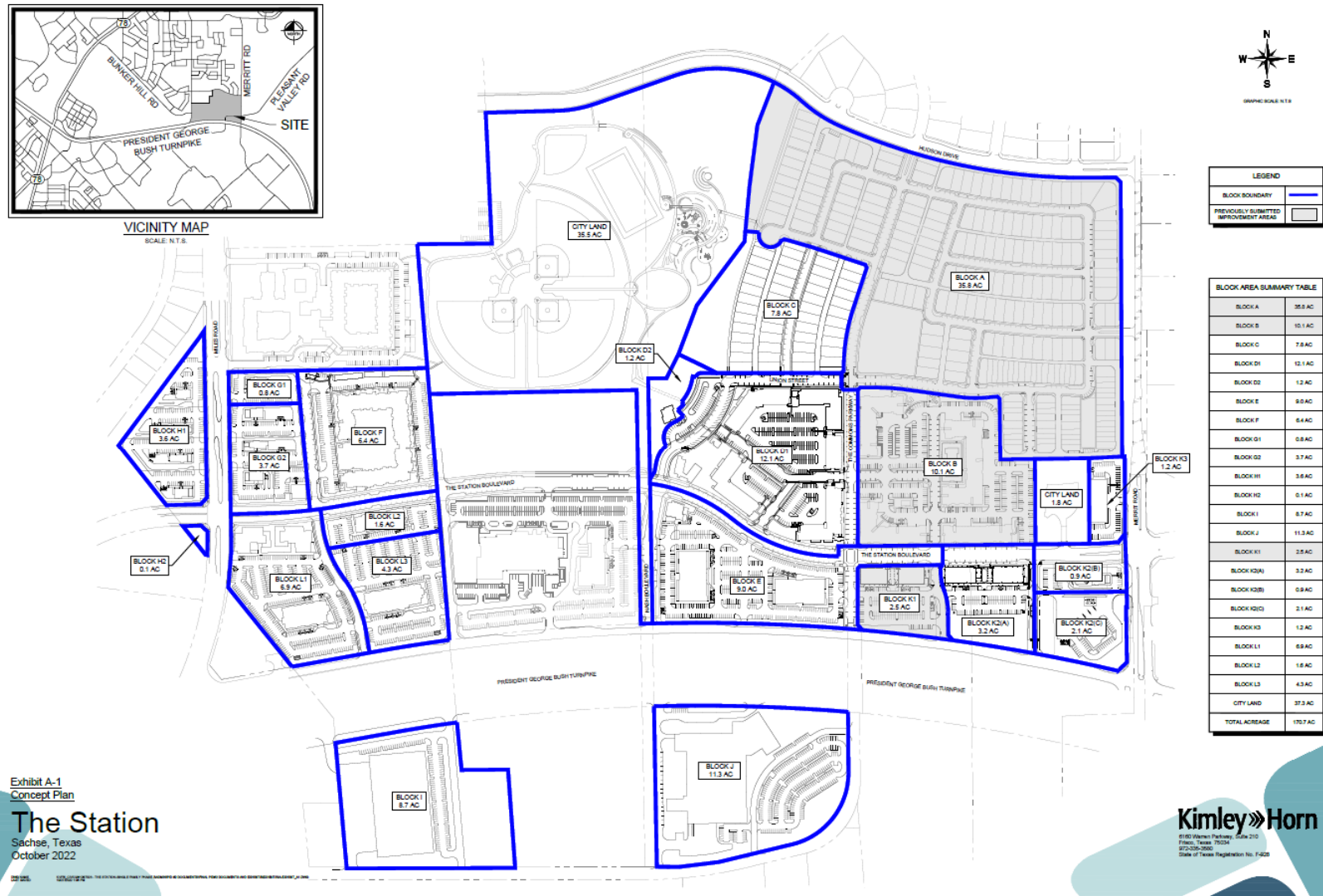


EXHIBIT A-2 – MAP OF MAJOR IMPROVEMENT AREA, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, IMPROVEMENT AREA #3, IMPROVEMENT AREA #4, IMPROVEMENT AREA #5, AND CITY LAND

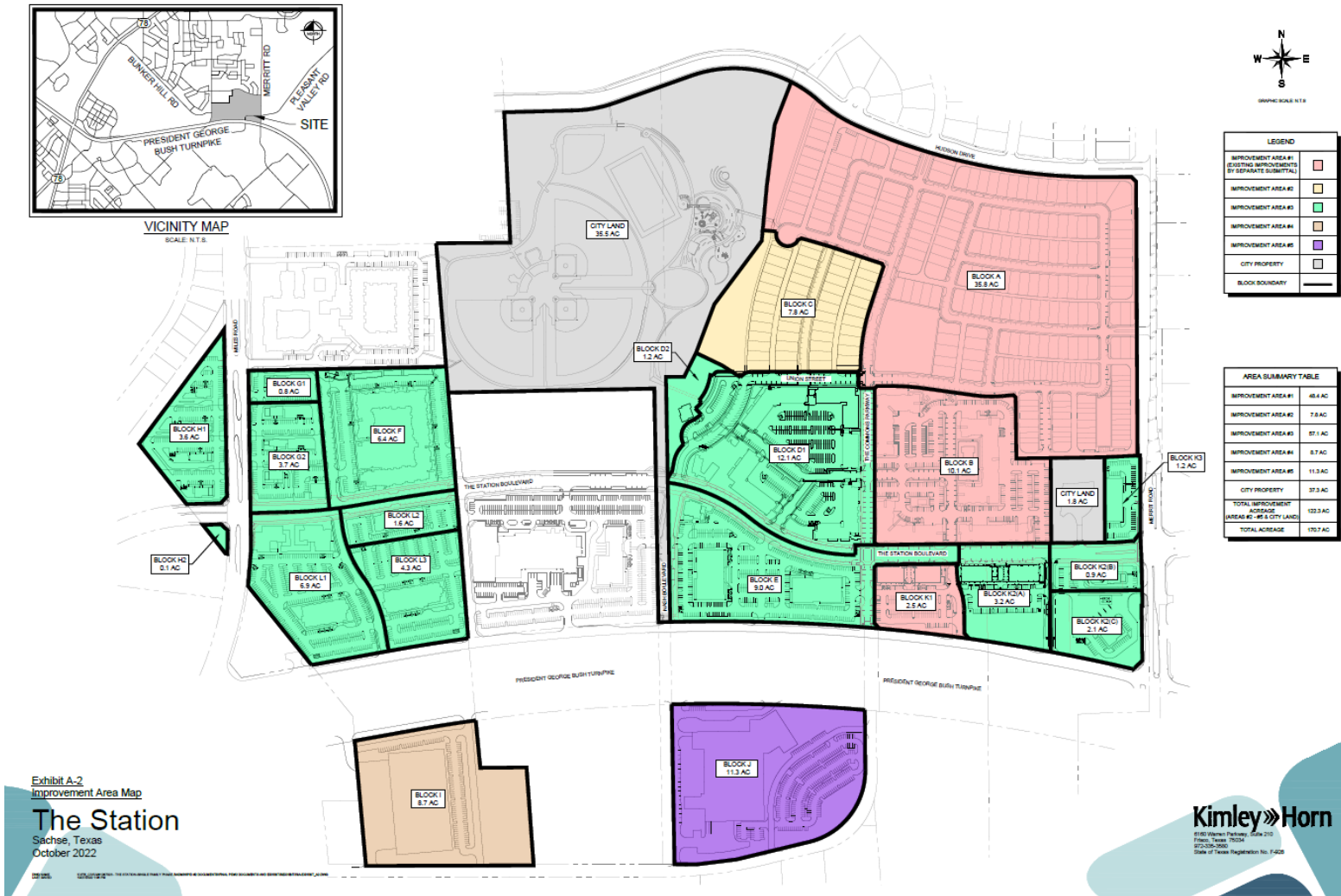
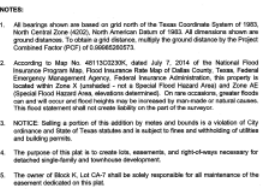


EXHIBIT B-1 – IMPROVEMENT AREA #1 PLATS/SITE PLANS



Block D
CA-4
PARK
1.186 ACRES
13,884 S.G.F.T.

Block H

Whistle Lane

Union Street

Commons Parkway

Penn Boulevard

Lot 1
S 88° 57' 07" W 63.00'
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S 88° 57' 07" W 63.00'
S 88° 57' 07" W 63.00'

Lot 2
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Lot 3
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Lot 4
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Lot 5
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Block D Dimensions:
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Block H Dimensions:
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Whistle Lane Dimensions:
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Union Street Dimensions:
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Commons Parkway Dimensions:
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Penn Boulevard Dimensions:
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S 88° 57' 07" W 63.00'
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S 88° 57' 07" W 63.00'

Block D Area:
1.186 ACRES
13,884 S.G.F.T.

Block H Area:
1.186 ACRES
13,884 S.G.F.T.

Whistle Lane Area:
1.186 ACRES
13,884 S.G.F.T.

Union Street Area:
1.186 ACRES
13,884 S.G.F.T.

Commons Parkway Area:
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13,884 S.G.F.T.

Penn Boulevard Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 1 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 2 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 3 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 4 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 5 Area:
1.186 ACRES
13,884 S.G.F.T.

Block D Dimensions:
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Block H Dimensions:
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Whistle Lane Dimensions:
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Union Street Dimensions:
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Commons Parkway Dimensions:
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Penn Boulevard Dimensions:
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S 88° 57' 07" W 63.00'

Block D Area:
1.186 ACRES
13,884 S.G.F.T.

Block H Area:
1.186 ACRES
13,884 S.G.F.T.

Whistle Lane Area:
1.186 ACRES
13,884 S.G.F.T.

Union Street Area:
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13,884 S.G.F.T.

Commons Parkway Area:
1.186 ACRES
13,884 S.G.F.T.

Penn Boulevard Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 1 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 2 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 3 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 4 Area:
1.186 ACRES
13,884 S.G.F.T.

Lot 5 Area:
1.186 ACRES
13,884 S.G.F.T.

CURVE TABLE										CURVE TABLE									
RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA					
200.00	47.21	S84°45'41"E	67.22	120°00'00"	200.00	47.19	S84°45'41"E	67.20	120°00'00"	200.00	47.20	S84°45'41"E	67.21	120°00'00"					
400.00	94.41	S84°45'41"E	134.43	120°00'00"	400.00	94.38	S84°45'41"E	134.40	120°00'00"	400.00	94.39	S84°45'41"E	134.41	120°00'00"					
600.00	141.61	S84°45'41"E	201.64	120°00'00"	600.00	141.57	S84°45'41"E	201.60	120°00'00"	600.00	141.58	S84°45'41"E	201.61	120°00'00"					
800.00	188.81	S84°45'41"E	271.66	120°00'00"	800.00	188.73	S84°45'41"E	271.62	120°00'00"	800.00	188.74	S84°45'41"E	271.63	120°00'00"					
1000.00	236.01	S84°45'41"E	341.68	120°00'00"	1000.00	235.92	S84°45'41"E	341.64	120°00'00"	1000.00	235.93	S84°45'41"E	341.65	120°00'00"					
1200.00	283.21	S84°45'41"E	411.70	120°00'00"	1200.00	283.11	S84°45'41"E	411.66	120°00'00"	1200.00	283.12	S84°45'41"E	411.67	120°00'00"					
1400.00	330.41	S84°45'41"E	481.72	120°00'00"	1400.00	330.31	S84°45'41"E	481.68	120°00'00"	1400.00	330.32	S84°45'41"E	481.69	120°00'00"					
1600.00	377.61	S84°45'41"E	551.74	120°00'00"	1600.00	377.51	S84°45'41"E	551.70	120°00'00"	1600.00	377.52	S84°45'41"E	551.71	120°00'00"					
1800.00	424.81	S84°45'41"E	621.76	120°00'00"	1800.00	424.71	S84°45'41"E	621.74	120°00'00"	1800.00	424.72	S84°45'41"E	621.73	120°00'00"					
2000.00	472.01	S84°45'41"E	691.78	120°00'00"	2000.00	471.91	S84°45'41"E	691.76	120°00'00"	2000.00	471.92	S84°45'41"E	691.77	120°00'00"					
2200.00	519.21	S84°45'41"E	761.80	120°00'00"	2200.00	519.11	S84°45'41"E	761.78	120°00'00"	2200.00	519.12	S84°45'41"E	761.79	120°00'00"					
2400.00	566.41	S84°45'41"E	831.82	120°00'00"	2400.00	566.31	S84°45'41"E	831.80	120°00'00"	2400.00	566.32	S84°45'41"E	831.81	120°00'00"					
2600.00	613.61	S84°45'41"E	901.84	120°00'00"	2600.00	613.51	S84°45'41"E	901.82	120°00'00"	2600.00	613.52	S84°45'41"E	901.83	120°00'00"					
2800.00	660.81	S84°45'41"E	971.86	120°00'00"	2800.00	660.71	S84°45'41"E	971.84	120°00'00"	2800.00	660.72	S84°45'41"E	971.85	120°00'00"					
3000.00	708.01	S84°45'41"E	1041.88	120°00'00"	3000.00	707.91	S84°45'41"E	1041.86	120°00'00"	3000.00	707.92	S84°45'41"E	1041.87	120°00'00"					
3200.00	755.21	S84°45'41"E	1111.90	120°00'00"	3200.00	755.11	S84°45'41"E	1111.88	120°00'00"	3200.00	755.12	S84°45'41"E	1111.89	120°00'00"					
3400.00	802.41	S84°45'41"E	1181.92	120°00'00"	3400.00	802.31	S84°45'41"E	1181.90	120°00'00"	3400.00	802.32	S84°45'41"E	1181.91	120°00'00"					
3600.00	849.61	S84°45'41"E	1251.94	120°00'00"	3600.00	849.51	S84°45'41"E	1251.92	120°00'00"	3600.00	849.52	S84°45'41"E	1251.93	120°00'00"					
3800.00	896.81	S84°45'41"E	1321.96	120°00'00"	3800.00	896.71	S84°45'41"E	1321.94	120°00'00"	3800.00	896.72	S84°45'41"E	1321.95	120°00'00"					
4000.00	944.01	S84°45'41"E	1391.98	120°00'00"	4000.00	943.91	S84°45'41"E	1391.96	120°00'00"	4000.00	943.92	S84°45'41"E	1391.97	120°00'00"					
4200.00	991.21	S84°45'41"E	1461.99	120°00'00"	4200.00	991.11	S84°45'41"E	1461.98	120°00'00"	4200.00	991.12	S84°45'41"E	1461.99	120°00'00"					
4400.00	1038.41	S84°45'41"E	1532.01	120°00'00"	4400.00	1038.31	S84°45'41"E	1532.00	120°00'00"	4400.00	1038.32	S84°45'41"E	1532.01	120°00'00"					
4600.00	1085.61	S84°45'41"E	1602.03	120°00'00"	4600.00	1085.51	S84°45'41"E	1602.02	120°00'00"	4600.00	1085.52	S84°45'41"E	1602.03	120°00'00"					
4800.00	1132.81	S84°45'41"E	1672.05	120°00'00"	4800.00	1132.71	S84°45'41"E	1672.04	120°00'00"	4800.00	1132.72	S84°45'41"E	1672.05	120°00'00"					
5000.00	1180.01	S84°45'41"E	1742.07	120°00'00"	5000.00	1179.91	S84°45'41"E	1742.06	120°00'00"	5000.00	1179.92	S84°45'41"E	1742.07	120°00'00"					
5200.00	1227.21	S84°45'41"E	1812.09	120°00'00"	5200.00	1227.11	S84°45'41"E	1812.08	120°00'00"	5200.00	1227.12	S84°45'41"E	1812.09	120°00'00"					
5400.00	1274.41	S84°45'41"E	1882.11	120°00'00"	5400.00	1274.31	S84°45'41"E	1882.10	120°00'00"	5400.00	1274.32	S84°45'41"E	1882.11	120°00'00"					
5600.00	1321.61	S84°45'41"E	1952.13	120°00'00"	5600.00	1321.51	S84°45'41"E	1952.12	120°00'00"	5600.00	1321.52	S84°45'41"E	1952.13	120°00'00"					
5800.00	1368.81	S84°45'41"E	2022.15	120°00'00"	5800.00	1368.71	S84°45'41"E	2022.14	120°00'00"	5800.00	1368.72	S84°45'41"E	2022.15	120°00'00"					
6000.00	1416.01	S84°45'41"E	2092.17	120°00'00"	6000.00	1415.91	S84°45'41"E	2092.16	120°00'00"	6000.00	1415.92	S84°45'41"E	2092.17	120°00'00"					
6200.00	1463.21	S84°45'41"E	2162.19	120°00'00"	6200.00	1463.11	S84°45'41"E	2162.18	120°00'00"	6200.00	1463.12	S84°45'41"E	2162.19	120°00'00"					
6400.00	1510.41	S84°45'41"E	2232.21	120°00'00"	6400.00	1510.31	S84°45'41"E	2232.20	120°00'00"	6400.00	1510.32	S84°45'41"E	2232.21	120°00'00"					
6600.00	1557.61	S84°45'41"E	2302.23	120°00'00"	6600.00	1557.51	S84°45'41"E	2302.22	120°00'00"	6600.00	1557.52	S84°45'41"E	2302.23	120°00'00"					
6800.00	1604.81	S84°45'41"E	2372.25	120°00'00"	6800.00	1604.71	S84°45'41"E	2372.24	120°00'00"	6800.00	1604.72	S84°45'41"E	2372.25	120°00'00"					
7000.00	1652.01	S84°45'41"E	2442.27	120°00'00"	7000.00	1651.91	S84°45'41"E	2442.26	120°00'00"	7000.00	1651.92	S84°45'41"E	2442.27	120°00'00"					
7200.00	1699.21	S84°45'41"E	2512.29	120°00'00"	7200.00	1699.11	S84°45'41"E	2512.28	120°00'00"	7200.00	1699.12	S84°45'41"E	2512.29	120°00'00"					
7400.00	1746.41	S84°45'41"E	2582.31	120°00'00"	7400.00	1746.31	S84°45'41"E	2582.30	120°00'00"	7400.00	1746.32	S84°45'41"E	2582.31	120°00'00"					
7600.00	1793.61	S84°45'41"E	2652.33	120°00'00"	7600.00	1793.51	S84°45'41"E	2652.32	120°00'00"	7600.00	1793.52	S84°45'41"E	2652.33	120°00'00"					
7800.00	1840.81	S84°45'41"E	2722.35	120°00'00"	7800.00	1840.71	S84°45'41"E	2722.34	120°00'00"	7800.00	1840.72	S84°45'41"E	2722.35	120°00'00"					
8000.00	1888.01	S84°45'41"E	2792.37	120°00'00"	8000.00	1887.91	S84°45'41"E	2792.36	120°00'00"	8000.00	1887.92	S84°45'41"E	2792.37	120°00'00"					
8200.00	1935.21	S84°45'41"E	2862.39	120°00'00"	8200.00	1935.11	S84°45'41"E	2862.38	120°00'00"	8200.00	1935.12	S84°45'41"E	2862.39	120°00'00"					
8400.00	1982.41	S84°45'41"E	2932.41	120°00'00"	8400.00	1982.31	S84°45'41"E	2932.40	120°00'00"	8400.00	1982.32	S84°45'41"E	2932.41	120°00'00"					
8600.00	2029.61	S84°45'41"E	3002.43	120°00'00"	8600.00	2029.51	S84°45'41"E	3002.42	120°00'00"	8600.00	2029.52	S84°45'41"E	3002.43	120°00'00"					
8800.00	2076.81	S84°45'41"E	3072.45	120°00'00"	8800.00	2076.71	S84°45'41"E	3072.44	120°00'00"	8800.00	2076.72	S84°45'41"E	3072.45	120°00'00"					
9000.00	2124.01	S84°45'41"E	3142.47	120°00'00"	9000.00	2123.91	S84°45'41"E	3142.46	120°00'00"	9000.00	2123.92	S84°45'41"E	3142.47	120°00'00"					
9200.00	2171.21	S84°45'41"E	3212.49	120°00'00"	9200.00	2171.11	S84°45'41"E	3212.48	120°00'00"	9200.00	2171.12	S84°45'41"E	3212.49	120°00'00"					
9400.00	2218.41	S84°45'41"E	3282.51	120°00'00"	9400.00	2218.31	S84°45'41"E	3282.50	120°00'00"	9400.00	2218.32	S84°45'41"E	3282.51	120°00'00"					
9600.00	2265.61	S84°45'41"E	3352.53	120°00'00"	9600.00	2265.51	S84°45'41"E	3352.52	120°00'00"	9600.00	2265.52	S84°45'41"E	3352.53	120°00'00"					
9800.00	2312.81	S84°45'41"E	3422.55	120°00'00"	9800.00	2312.71	S84°45'41"E	3422.54	120°00'00"	9800.00	2312.72	S84°45'41"E	3422.55	120°00'00"					
10000.00	2360.01	S84°45'41"E	3492.57	120°00'00"	10000.00	2359.91	S84°45'41"E	3492.56	120°00'00"	10000.00	2359.92	S84°45'41"E	3492.57	120°00'00"					

LOTT TABLE			LOTT TABLE			LOTT TABLE			LOTT TABLE		
LOT NO.	ADDRESS	SQ. FT.	LOT NO.	ADDRESS	SQ. FT.	LOT NO.	ADDRESS	SQ. FT.	LOT NO.	ADDRESS	SQ. FT.
BLOCK 10 LOT 1	0.867	4,320	BLOCK 10 LOT 9	0.983	4,904	BLOCK 10 LOT 5	0.981	3,979	BLOCK 10 LOT 3	0.982	3,980
BLOCK 10 LOT 11	0.144	4,827	BLOCK 10 LOT 8	0.980	4,904	BLOCK 10 LOT 4	0.981	3,979	BLOCK 10 LOT 2	0.980	3,980
BLOCK 10 LOT 12	0.987	3,980	BLOCK 10 LOT 7	0.983	4,904	BLOCK 10 LOT 6	0.981	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 13	0.987	3,980	BLOCK 10 LOT 11	0.983	4,904	BLOCK 10 LOT 10	0.981	3,979	BLOCK 10 LOT 9	0.982	3,980
BLOCK 10 LOT 14	0.987	3,980	BLOCK 10 LOT 10	0.983	4,904	BLOCK 10 LOT 9	0.981	3,979	BLOCK 10 LOT 8	0.982	3,980
BLOCK 10 LOT 15	0.987	3,980	BLOCK 10 LOT 9	0.983	4,904	BLOCK 10 LOT 8	0.981	3,979	BLOCK 10 LOT 7	0.982	3,980
BLOCK 10 LOT 16	0.987	3,980	BLOCK 10 LOT 8	0.983	4,904	BLOCK 10 LOT 7	0.981	3,979	BLOCK 10 LOT 6	0.982	3,980
BLOCK 10 LOT 17	0.987	3,980	BLOCK 10 LOT 7	0.983	4,904	BLOCK 10 LOT 6	0.981	3,979	BLOCK 10 LOT 5	0.982	3,980
BLOCK 10 LOT 18	0.987	3,980	BLOCK 10 LOT 6	0.983	4,904	BLOCK 10 LOT 5	0.981	3,979	BLOCK 10 LOT 4	0.982	3,980
BLOCK 10 LOT 19	0.987	4,231	BLOCK 10 LOT 5	0.983	4,904	BLOCK 10 LOT 4	0.981	3,979	BLOCK 10 LOT 3	0.982	3,980
BLOCK 10 LOT 20	0.987	4,231	BLOCK 10 LOT 4	0.983	4,904	BLOCK 10 LOT 3	0.981	3,979	BLOCK 10 LOT 2	0.982	3,980
BLOCK 10 LOT 21	0.987	4,231	BLOCK 10 LOT 3	0.983	4,904	BLOCK 10 LOT 2	0.981	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 22	0.987	4,231	BLOCK 10 LOT 2	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 23	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 24	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 25	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 26	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 27	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 28	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 29	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 30	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 31	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 32	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 33	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 34	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 35	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 36	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 37	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 38	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 39	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 40	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 41	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 42	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 43	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 44	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 45	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 46	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 47	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 48	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 49	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 50	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 51	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 52	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 53	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 54	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 55	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 56	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 57	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 58	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 59	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 60	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 61	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 62	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 63	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 64	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 65	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 66	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 67	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 68	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 69	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 70	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 71	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 72	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 73	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 74	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 75	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 76	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 77	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 78	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 79	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 80	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 81	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 82	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 83	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 84	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 85	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 86	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 87	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 88	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 89	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 90	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 91	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 92	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 93	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 94	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 95	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 96	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 97	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 98	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 99	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980
BLOCK 10 LOT 100	0.987	4,231	BLOCK 10 LOT 1	0.983	4,904	BLOCK 10 LOT 1	0.982	3,979	BLOCK 10 LOT 1	0.982	3,980

[illegible]

60

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, PMB STATION DEVELOPER LLC, is the sole owner of a tract of land situated in the Richard Copeland Survey, Acreage No. 228, City of Sachse, Dallas County, Texas and being a portion of a called 70.00-acre tract of land described as Tract 1 in General Warranty Deed to PMB Station Developer LLC, recorded in Instrument No. 201900240016, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEING, all of an "X" cut in concrete found for the northeastern-southeast corner of said Tract 1, same being on the southerly right-of-way line of Hudson Drive (a variable width right-of-way), same also being the beginning of a non-tangent curve to the right having a central angle of 15.3923°, a radius of 573.56 feet, a chord bearing and distance of South 89°49'45" East, 105.73 feet.

THENCE along the common line of said Tract 1 and said Hudson Drive the following courses and distances:

In a southeasterly direction, with said curve to the right, an arc distance of 180.21 feet to a point of the beginning of a reverse curve to the left having a central angle of 10°05'27", a radius of 875.95 feet, a chord bearing and distance of South 89°08'52" East, 183.78 feet, from which an "X" cut in concrete found bears South 8°40'51" East, 0.23 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 181.63 feet to an "X" cut in concrete found for the beginning of a compound curve to the left having a central angle of 22°36'19", a radius of 2000.93 feet, a chord bearing and distance of South 70°16'00" East, 854.20 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 886.04 feet to a "PVC" nail found for the end of said curve to the left;

South 89°18'09" East, a distance of 110.00 feet to a 10-inch iron nail found for corner, same being the beginning of a non-tangent curve to the left having a central angle of 1°31'17", a radius of 2000.00 feet, a chord bearing and distance of South 89°48'47" East, 97.22 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 67.22 feet to a point for the end of said curve to the left, from which a 5/8-inch iron nail with plastic cap stamped "90HA" found bears South 1°37'37" East, 0.23 feet;

North 80°28'37" East, a distance of 173.04 feet to the northeast corner of said Tract 1, common to the intersection of the southerly right-of-way of said Hudson Drive and the westerly right-of-way line of Merritt Road (a variable width right-of-way), from which a 10-inch iron nail "bent" found bears North 7°48'51" East, 0.38 feet;

THENCE along the common line of said Tract 1 and said Merritt Road the following courses and distances:

South 0°14'29" West, a distance of 265.43 feet to a point for corner, from which a 10-inch iron nail with plastic cap stamped "HALFT ASSOC" found bears South 10°00'17" West, 0.22 feet;

South 87°17'48" East, a distance of 749.82 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for the easternmost southeast corner of said Tract 1;

North 80°21'12" West, a distance of 17.13 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

South 0°18'18" East, a distance of 185.77 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for the easternmost southeast corner of said Tract 1;

South 87°17'48" West, passing at a distance of 8.51 feet the northeast corner of a called 1.245-acre tract of land described as Tract 2 in a General Warranty Deed to PMB Station Developer LLC, recorded in Instrument No. 201900240016, said Official Public Records, from which a 10-inch iron nail with plastic cap stamped "90HA" found bears North 10°10'30" East, 0.38 feet, and continuing on the same bearing and the common line of said Tract 1 and said Tract 2 for a complete distance of 160.00 feet to the northeast corner of said Tract 2, common to the northeast corner of a tract of land described in Special Warranty Deed to the City of Sachse, Texas, recorded in Instrument No. 201700478710, said Official Public Records, from which a 10-inch iron nail found for witness bears South 17°02'07" East, 0.38 feet, and a 10-inch iron nail with plastic cap stamped "JBF" found for witness bears North 80°38'37" East, 1.16 feet;

THENCE South 89°08'27" West, along the southerly line of said Tract 1 and said City of Sachse Tract, a distance of 238.49 feet to a 5/8-inch iron nail with plastic cap stamped "90PUS 9497" found for the northwest corner of said City of Sachse Tract;

THENCE departing the southerly line of said Tract 1 and crossing said Tract 1 the following courses and distances:

South 89°22'57" West, a distance of 145.33 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 0°17'37" West, a distance of 243.39 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 82°17'44" West, a distance of 68.96 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 82°14'27" West, a distance of 308.14 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set at the beginning of a tangent curve to the left having a central angle of 7°30'47", a radius of 874.66 feet, a chord bearing and distance of North 89°49'47" West, 127.81 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 127.70 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for the end of said curve to the left;

North 89°35'05" West, a distance of 70.12 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

South 45°13'57" West, a distance of 14.10 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

South 0°12'59" West, a distance of 6.53 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 89°27'07" West, a distance of 60.03 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 0°12'59" West, a distance of 106.09 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set at the beginning of a tangent curve to the right having a central angle of 10°14'07", a radius of 780.00 feet, a chord bearing and distance of North 8°19'39" East, 247.39 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 248.44 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for the end of said curve to the right;

North 18°19'09" East, a distance of 184.16 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 26°42'59" East, a distance of 14.16 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 71°42'54" East, a distance of 235.93 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

North 74°07'13" West, a distance of 135.76 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

South 80°14'18" West, a distance of 14.82 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set at the beginning of a non-tangent curve to the right having a central angle of 189°52'28", a radius of 50.00 feet, a chord bearing and distance of North 89°25'59" West, 56.35 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 140.64 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for the end of said curve to the right;

North 89°48'10" West, a distance of 58.84 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner on the westerly line of said Tract 1, same being on the westerly line of a tract of land described in deed to the City of Sachse, Texas, recorded in Volume 99121, Page 6196, Deed Records, Dallas County, Texas;

THENCE North 0°13'42" East, along the common line of said Tract 1 and said City of Sachse Tract, a distance of 163.46 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner, from which a 10-inch iron nail with plastic cap "11.62582C" found for witness bears South 30°52'25" West, 1.20 feet;

THENCE North 7°29'41" East, continuing along said common line, a distance of 257.79 feet to a 5/8-inch iron nail with plastic cap stamped "90HA" set for corner;

THENCE North 21°10'21" East, continuing along said common line and along the southerly right-of-way line of said Hudson Drive, a distance of 228.46 feet to the POINT OF BEGINNING and containing 30.305 acres (1,841,420 sq. ft.) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, PMB STATION DEVELOPER LLC, (Owner) does hereby bind themselves and their heirs, assigns and successors of the this plat designating the hereinafter described property as PMB STATION PHASE 1, an addition to the City of Sachse, and does hereby dedicate to the public use forever the abutment, ways, and right-of-way easements shown thereon, and its heirs and assigns reserve the easement rights shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all planning ordinances, rules, regulations and resolutions of the City of Sachse, Texas.

WITNESS OUR HANDS AT Dallas, TEXAS, this 5th day of August, 2020.

By: PMB STATION DEVELOPER LLC, a Texas limited liability company

[Signature]
Signature

Name: TAYLOR BARD

Title: MANAGER

STATE OF TEXAS

COUNTY OF Dallas

BEFORE, Me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Taylor Bard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of August, 2020.

[Signature]
Notary Public for the State of Texas



CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Sachse, Texas.

[Signature] 8-6-2020
City Manager

ATTEST:

[Signature] 8-6-2020
City Clerk

[Signature]
City Clerk

The Director of Development Services of the City of Sachse, Texas hereby certifies that to the best of their knowledge or belief, this subdivision plat conforms to all requirements of the City of Sachse Code of Ordinances and with engineering construction standards and processes adopted by the City of Sachse, Texas as to which their approval is required.

[Signature] 8-6-2020
Director of Development Services

[Signature] 8-6-2020
City Clerk

[Signature]
City Clerk

[Signature]
City Clerk

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Michael B. Marx, do hereby certify that I have prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Planning Rules and Regulations of the City planning and zoning commission of the City of Sachse.

[Signature]
Michael B. Marx
Registered Professional Land Surveyor No. 5101
Kimley-Horn and Associates, Inc.
6190 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph: 972-335-0680



STATE OF TEXAS
COUNTY OF COLLIN

BEFORE, Me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of August, 2020.

[Signature]
Notary Public for the State of Texas



Filed for Record
in the Official Records of:
Dallas County
On: 08/06/2020 11:24:55 AM
in the PLAT Records
Doc Number: 2020-3880000276
Reference of Map: 3
Amount: \$10.00
Instrument: 08/06/2020
By: SR

FINAL PLAT
THE STATION
PHASE 1

LOTS 1-14 & CA-1, BLOCK A
LOTS 1-11 & CA-2, BLOCK B
LOTS 1-14, BLOCK C
LOTS 1-38 & CA-5, BLOCK D
LOTS 1-29 & CA-3, BLOCK E
LOTS 1-25, BLOCK F
LOTS 1-29, BLOCK G
LOTS 1-5, BLOCK H
LOTS 1-28, BLOCK I
LOTS 1-2 & CA-4, BLOCK J
LOTS 1-23 & CA-7, BLOCK K
LOTS 1-9, BLOCK L
LOTS 1-9, BLOCK M
LOT CA-8, BLOCK N
LOT CA-8, BLOCK O

224 RESIDENTIAL LOTS

COMMON AREA LOTS CA-1 - CA-8

BEING 38.305 ACRES (1,581,429 SQ. FT.) OUT OF
THE RICHARD COPELAND SURVEY, A-228

CITY OF SACHSE, DALLAS COUNTY, TEXAS

Kimley-Horn			
STATE	DATE	PROJECT NO.	DATE
TX	JULY	KHA	AUG. 2020

DATE	DATE	DATE	DATE
NOV. 2019	NOV. 2019	NOV. 2019	NOV. 2019

APPLICANT:
Kimley-Horn and Associates, Inc.
6190 Warren Parkway, Suite 210
Frisco, Texas 75034
Phone: 972-335-0680
Contact: John Anderson, P.E.

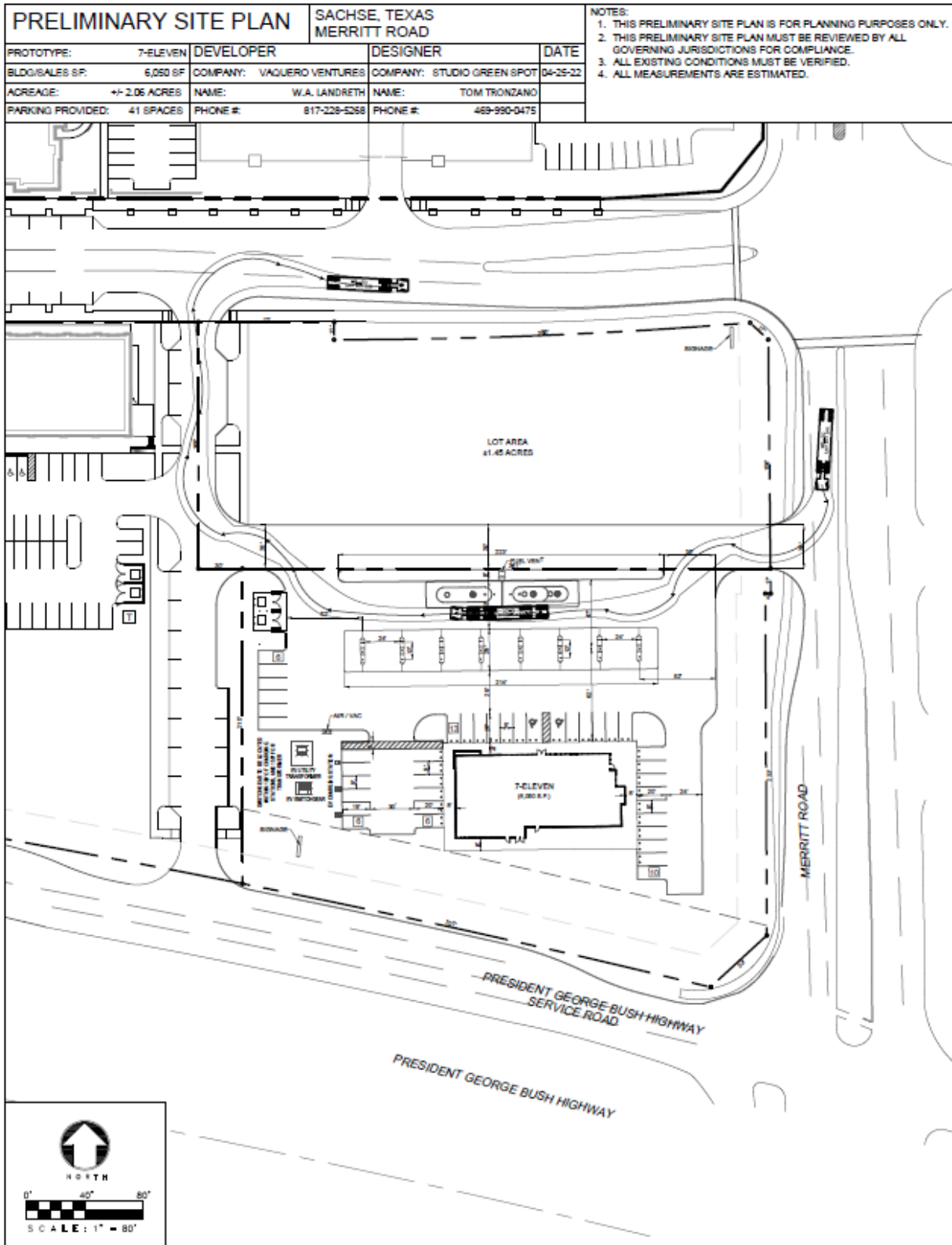
OWNER:
PMB Station Developer LLC
4811 Maple Avenue, Suite 600
Dallas, TX 75219
Phone: 214-644-0338
Contact: Taylor Bard

EXHIBIT B-2 – IMPROVEMENT AREA #2 PLATS/SITE PLANS



EXHIBIT B-3 – IMPROVEMENT AREA #3 PLATS/SITE PLANS







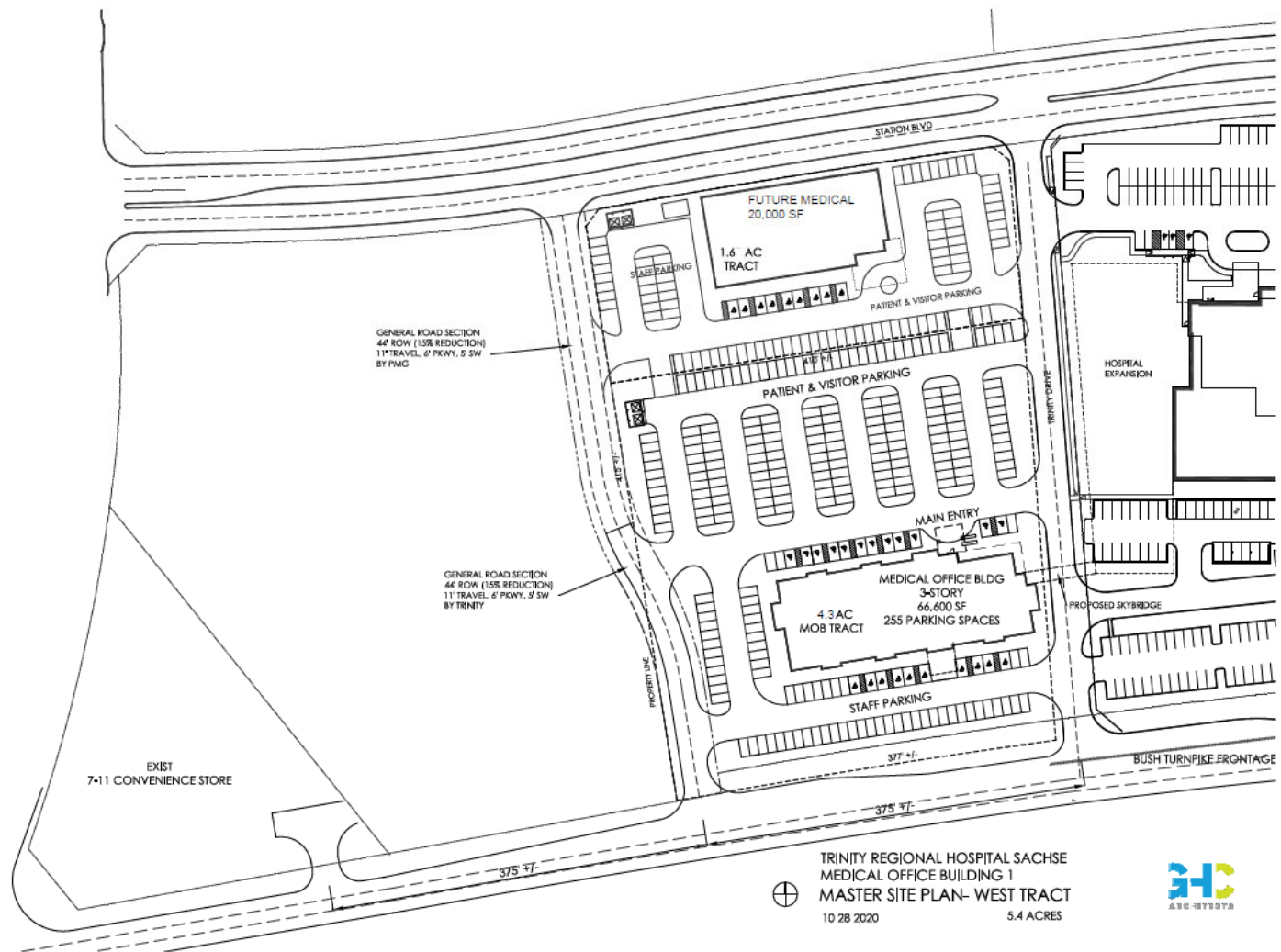


EXHIBIT B-4 – IMPROVEMENT AREA #4 PLATS/SITE PLANS



EXHIBIT B-5 – IMPROVEMENT AREA #5 PLATS/SITE PLANS

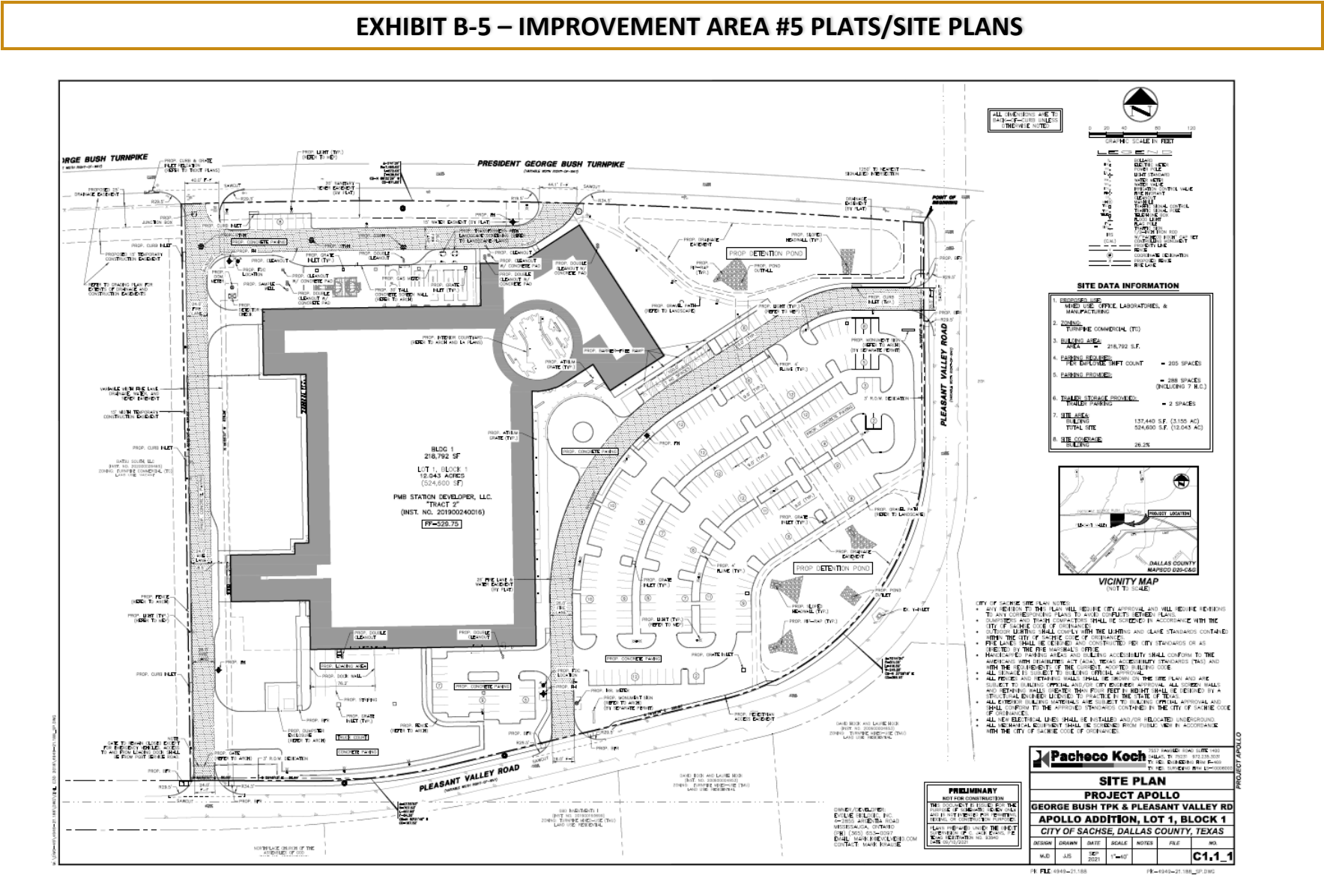


EXHIBIT C-1 – PROJECT COSTS

	Costs			City Contribution			Owner Contribution			Authorized Improvements
	2020 SAP	Reallocation ²	2022 SAP	Original City	City Contribution	Revised City	Original Owner	Owner Contribution	Revised Owner	
	Total Costs ¹		Total Costs	Contribution ¹	Changes ^{4,9}	Contribution ⁹	Contribution ¹	Changes	Contribution	
	(A)	(B)	(C) = (A) + (B)	(D)	(E)	(F) = (D) + (E)	(G)	(H)	(I) = (G) + (H)	(J) = (C) - (F) - (I)
<i>Major Improvements</i>										
Station Blvd/Bunker Hill Road	\$ 6,270,174	\$ -	\$ 6,270,174	\$ 1,419,000	\$ -	\$ 1,419,000	\$ 90,684	\$ -	\$ 90,684	\$ 4,760,490
Hudson Road ³	756,887	12,892	769,779	193,500	-	193,500	8,865	-	8,865	567,414
Merritt Road ³	271,062	84,940	356,002	-	-	-	6,910	-	6,910	349,092
Commons Parkway/Street A	603,230	7,042	610,272	-	-	-	44,494	-	44,494	565,778
Heritage Park Improvements ⁴	4,000,000	4,722,493	8,722,493	1,732,040	1,931,042	3,663,082	-	1,677,000	1,677,000	3,382,411
Regional Detention ⁵	2,190,386	(808,888)	1,381,498	1,305,612	(393,823)	911,789	-	-	-	469,709
Master Water Line Extension	560,991	(144,165)	416,826	379,063	(103,958)	275,105	-	-	-	141,721
Master Sewer Main Extension - Line A	658,398	-	658,398	447,706	(13,165)	434,541	-	-	-	223,857
Master Sewer Main Extension - Line B	74,869	(8,228)	66,641	66,641	(22,658)	43,983	-	-	-	22,658
Master Entry Monumentation/Artwork (TBD)	295,325	7,219	302,544	-	-	-	-	-	-	302,544
Public Collector Road B/Street B	428,397	(80,068)	348,329	-	-	-	3,500	-	3,500	344,829
Soft Costs ⁶	1,886,586	(465,922)	1,420,664	902,440	-	902,440	-	-	-	518,224
	\$ 17,996,305	\$ 3,327,316	\$ 21,323,620	\$ 6,446,002	\$ 1,397,438	\$ 7,843,440	\$ 154,453	\$ 1,677,000	\$ 1,831,453	\$ 11,648,727
<i>Improvement Area #1 Improvements</i>										
Public Parking and In-Tract Improvements/Publ	\$ 977,778	\$ -	\$ 977,778	\$ -	\$ -	\$ -	\$ 481,008	\$ -	\$ 481,008	\$ 496,770
Phase 1 SF/East Tract	5,931,542	-	5,931,542	-	-	-	785,190	-	785,190	5,146,352
Soft Costs	800,721	-	800,721	-	-	-	-	-	-	800,721
	\$ 7,710,041	\$ -	\$ 7,710,041	\$ -	\$ -	\$ -	\$ 1,266,198	\$ -	\$ 1,266,198	\$ 6,443,843
<i>Improvement Area #2 Improvements</i>										
Street ⁸			\$ 699,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 699,060
Water			138,781	-	-	-	-	-	-	138,781
Sewer			146,210	-	-	-	-	-	-	146,210
Storm Drainage			69,409	-	-	-	-	-	-	69,409
Miscellaneous ⁷			167,494	-	-	-	-	-	-	167,494
Soft Costs			171,517	-	-	-	-	-	-	171,517
			1,392,471	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,392,471
<i>Improvement Area #3 Improvements</i>										
Street ⁸			\$ 3,252,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,252,508
Water			553,153	-	-	-	-	-	-	553,153
Sewer			472,232	-	-	-	-	-	-	472,232
Storm Drainage			852,667	-	-	-	-	-	-	852,667
Miscellaneous ⁷			1,388,082	-	-	-	-	-	-	1,388,082
Soft Costs			1,106,192	-	-	-	-	-	-	1,106,192
			7,624,834	-	-	-	\$ -	\$ -	\$ -	\$ 7,624,834
Total	\$ 25,706,345	\$ 3,327,316	\$ 38,050,966	\$ 6,446,002	\$ 1,397,438	\$ 7,843,440	\$ 1,420,651	\$ 1,677,000	\$ 3,097,651	\$ 27,109,875

Notes:

¹ Major Improvements and Improvement Area #1 2020 SAP Total Costs Total Cost, City Contribution, and Owner Contribution per 2020 Service and Assessment Plan. For amounts spent to date, see **Section IX**.

² Reallocation amounts per numbers provided by Owner 10/25/2022, and are due to Regional Detention and Heritage Park underruns and overruns.

³ Includes screening walls, landscape, and retaining walls.

⁴ Updated Heritage Park Improvements per Preliminary Heritage Park Budget Estimated attached hereto as **Appendix B**. City Contribution Change for Heritage Park Improvements equals change in Regional Detention (\$393,823), plus an additional \$1,667,000, as agreed upon by the City and Original Owner, minus the changes in Master Water Line Extension (\$103,958), Master Sewer Main Extension - Line A (\$13,165) and Master Sewer Main Extension - Line B (\$22,658).

⁵ Includes \$465,922 of Regional Detention Soft Costs reallocated from Soft Cost line item.

⁶ City soft costs include District Formation Costs.

⁷ Miscellaneous Costs include street name blades & poles, stop signs, materials testing, P&P and maintenance bonds, staking, contractor general conditions/insurance, and hard cost contingency.

⁸ Street improvement amounts include landscape and hardscape costs and excavation and erosion control.

⁹ City Contribution adjusted due to reallocation of Major Improvement costs to ensure that the total City Contribution plus Owner Contribution is equal to or less than 66% of 2022 SAP Total Costs pursuant to the terms of the fourth amendment of the development agreement.

EXHIBIT C-2 – AUTHORIZED IMPROVEMENTS

	Authorized Improvements	Block D1 Owner Contribution ¹	Improvement Area #1 % Cost	Major Improvement Area % Cost	Improvement Area #2 % Cost	Improvement Area #3 % Cost
<i>Major Improvements²</i>						
Station Blvd/Bunker Hill Road	\$ 4,760,490	\$ -	41.00% \$ 1,951,801	59.00% \$ 2,808,689	0.00% \$ -	0.00% \$ -
Hudson Road	567,414	-	41.00% 232,640	59.00% 334,774	0.00% -	0.00% -
Merritt Road	349,092	-	41.00% 143,128	59.00% 205,964	0.00% -	0.00% -
Commons Parkway/Street A	565,778	-	41.00% 231,969	59.00% 333,809	0.00% -	0.00% -
Heritage Park Improvements	3,382,411	-	41.00% 1,386,788	59.00% 1,995,622	0.00% -	0.00% -
Regional Detention	469,709	-	41.00% 192,581	59.00% 277,128	0.00% -	0.00% -
Master Water Line Extension	141,721	-	41.00% 58,106	59.00% 83,616	0.00% -	0.00% -
Master Sewer Main Extension - Line A	223,857	-	41.00% 91,781	59.00% 132,076	0.00% -	0.00% -
Master Sewer Main Extension - Line B	22,658	-	41.00% 9,290	59.00% 13,368	0.00% -	0.00% -
Master Entry Monumentation/Artwork (TBD)	302,544	-	41.00% 124,043	59.00% 178,501	0.00% -	0.00% -
Public Collector Road B/Street B	344,829	-	41.00% 141,380	59.00% 203,449	0.00% -	0.00% -
Soft Costs	518,224	-	41.00% 212,472	59.00% 305,752	0.00% -	0.00% -
	<u>\$ 11,648,727</u>	<u>\$ -</u>	<u>\$ 4,775,978</u>	<u>\$ 6,872,749</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Improvement Area #1 Improvements</i>						
Public Parking and In-Tract Improvements/Public P	\$ 496,770	\$ -	100.00% \$ 496,770	0.00% \$ -	0.00% \$ -	0.00% \$ -
Phase 1 SF/East Tract	5,146,352	-	100.00% 5,146,352	0.00% -	0.00% -	0.00% -
Soft Costs	800,721	-	100.00% 800,721	0.00% -	0.00% -	0.00% -
	<u>\$ 6,443,843</u>	<u>\$ -</u>	<u>\$ 6,443,843</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>						
Street	\$ 699,060	\$ -	0.00% \$ -	0.00% \$ -	100.00% \$ 699,060	0.00% \$ -
Water	138,781	-	0.00% -	0.00% -	100.00% 138,781	0.00% -
Sewer	146,210	-	0.00% -	0.00% -	100.00% 146,210	0.00% -
Storm Drainage	69,409	-	0.00% -	0.00% -	100.00% 69,409	0.00% -
Miscellaneous	167,494	-	0.00% -	0.00% -	100.00% 167,494	0.00% -
Soft Costs	171,517	-	0.00% -	0.00% -	100.00% 171,517	0.00% -
	<u>\$ 1,392,471</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,392,471</u>	<u>\$ -</u>
<i>Improvement Area #3 Improvements</i>						
Street	\$ 3,252,508	\$ 649,663	0.00% \$ -	0.00% \$ -	0.00% \$ -	100.00% \$ 2,602,845
Water	553,153	110,488	0.00% -	0.00% -	0.00% -	100.00% 442,665
Sewer	472,232	94,325	0.00% -	0.00% -	0.00% -	100.00% 377,907
Storm Drainage	852,667	170,313	0.00% -	0.00% -	0.00% -	100.00% 682,354
Miscellaneous	1,388,082	277,258	0.00% -	0.00% -	0.00% -	100.00% 1,110,824
Soft Costs	1,106,192	220,953	0.00% -	0.00% -	0.00% -	100.00% 885,239
	<u>\$ 7,624,834</u>	<u>\$ 1,523,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,101,834</u>
<i>Bond Issuance Costs - 2020 Bonds</i>						
Debt Service Reserve Fund	\$ 998,413	\$ -	\$ 395,200	\$ 603,213	\$ -	\$ -
Capitalized Interest	398,364	-	-	398,364	-	-
Underwriter's Discount	308,300	-	137,500	170,800	-	-
Underwriter's Counsel	154,150	-	68,750	85,400	-	-
Cost of Issuance	903,792	-	405,550	498,242	-	-
	<u>\$ 2,763,019</u>	<u>\$ -</u>	<u>\$ 1,007,000</u>	<u>\$ 1,756,019</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Other Costs - 2020 Bonds</i>						
Initial Administrative Fund Deposit	\$ 90,000	\$ -	\$ 30,000	\$ 60,000	\$ -	\$ -
<i>Rounding Amount - 2020 Bonds</i>	\$ 430	\$ -	\$ -	\$ 430	\$ -	\$ -
<i>Bond Issuance Costs - 2022 Bonds</i>						
Debt Service Reserve Fund	\$ 876,960	\$ -	\$ 345,680	\$ -	\$ 81,035	\$ 450,245
Capitalized Interest	-	-	-	-	-	-
Underwriter's Discount	238,680	-	92,560	-	22,287	123,833
Underwriter's Counsel	119,340	-	46,280	-	11,144	61,916
Cost of Issuance	775,710	-	300,820	-	72,434	402,456
	<u>\$ 2,010,690</u>	<u>\$ -</u>	<u>\$ 785,340</u>	<u>\$ -</u>	<u>\$ 186,899</u>	<u>\$ 1,038,451</u>
<i>Other Costs - 2022 Bonds²</i>						
Initial Administrative Fund Deposit	\$ 17,000	\$ -	\$ -	\$ -	\$ 2,593	\$ 14,407
Total	\$ 31,991,014	\$ 1,523,000	\$ 13,042,161	\$ 8,689,198	\$ 1,581,963	\$ 7,154,692

Notes:

¹ Block D1 Owner Contribution is for financing Improvement Area #3 Improvements allocable to Block D1, as shown on the map on **Exhibit J-4**, as evidenced by costs submitted by the Owner to construct such improvements. The Block D1 Owner Contribution allows the Improvement Area #3 Assessment allocable to Block D1 to be lower than the other blocks in Improvement Areas #2-3.

² The Major Improvements are allocated between Improvement Area #1 and the Major Improvement Area pro rata based on the Estimated Buildout Value of each area at the time the Major Improvement Area Bonds and Improvement Area #1 Initial Bonds were issued, then rounded to the nearest percentage point.

EXHIBIT D – SERVICE PLAN

Major Improvement Area						
Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Major Improvement Area Bonds						
Principal		\$ 140,000	\$ 145,000	\$ 155,000	\$ 160,000	\$ 170,000
Interest		\$ 463,213	\$ 455,688	\$ 447,894	\$ 439,563	\$ 430,963
	(1)	\$ 603,213	\$ 600,688	\$ 602,894	\$ 599,563	\$ 600,963
Additional Interest	(2)	\$ 42,050	\$ 41,350	\$ 40,625	\$ 39,850	\$ 39,050
Annual Collection Costs	(3)	\$ 44,135	\$ 45,017	\$ 45,918	\$ 46,836	\$ 47,773
Total Major Improvement Area Annual Installment	(4) = (1) + (2) + (3)	\$ 689,397	\$ 687,055	\$ 689,436	\$ 686,248	\$ 687,785

Improvement Area #1						
Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Improvement Area #1 Initial Bonds						
Principal		\$ 140,000	\$ 145,000	\$ 150,000	\$ 150,000	\$ 155,000
Interest		\$ 244,450	\$ 240,950	\$ 237,325	\$ 233,575	\$ 228,700
Additional Interest		\$ 32,800	\$ 32,100	\$ 31,375	\$ 30,625	\$ 29,875
	(1)	\$ 417,250	\$ 418,050	\$ 418,700	\$ 414,200	\$ 413,575
Improvement Area #1 Additional Bonds						
Principal		\$ 68,000	\$ 72,000	\$ 76,000	\$ 80,000	\$ 85,000
Interest		\$ 277,680	\$ 273,600	\$ 269,280	\$ 264,720	\$ 259,920
Additional Interest		\$ 23,140	\$ 22,800	\$ 22,440	\$ 22,060	\$ 21,660
	(2)	\$ 368,820	\$ 368,400	\$ 367,720	\$ 366,780	\$ 366,580
Annual Collection Costs	(3)	\$ 94,682	\$ 58,849	\$ 60,026	\$ 61,227	\$ 62,451
TIRZ Credit¹	(4)	\$ (29,142)				
Total Improvement Area #1 Annual Installment	(5) = (1) + (2) + (3) + (4)	\$ 851,610	\$ 845,299	\$ 846,446	\$ 842,207	\$ 842,606

Improvement Areas #2-3						
Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Improvement Area #2-3 Bonds						
Improvement Area #2						
Principal		\$ 14,033	\$ 14,948	\$ 15,863	\$ 16,778	\$ 17,846
Interest		\$ 66,862	\$ 66,020	\$ 65,123	\$ 64,171	\$ 63,165
	(1)	\$ 80,894	\$ 80,968	\$ 80,986	\$ 80,949	\$ 81,010
Improvement Area #3						
Principal		\$ 77,967	\$ 83,052	\$ 88,137	\$ 93,222	\$ 99,154
Interest		\$ 371,498	\$ 366,820	\$ 361,837	\$ 356,549	\$ 350,955
	(2)	\$ 449,466	\$ 449,872	\$ 449,974	\$ 449,771	\$ 450,110
Additional Interest	(3)	\$ 36,530	\$ 36,070	\$ 35,580	\$ 35,060	\$ 34,510
Annual Collection Costs	(4)	\$ 17,000	\$ 17,340	\$ 17,687	\$ 18,041	\$ 18,401
Total Improvement Area #2-3 Annual Installment²	(5) = (1) + (2) + (3) + (4)	\$ 583,890	\$ 584,250	\$ 584,227	\$ 583,821	\$ 584,031

Notes:

¹ TIRZ Credit applicable to future Improvement Area #1 Annual Installments will be determined in future Annual Service Plan Updates.

² TIRZ Credit applicable to future Improvement Areas #2-3 Annual Installments will be determined in future Annual Service Plan Updates. No TIRZ Credit is applicable for Improvement Areas #2-3 Annual Installment due 1/31/2023.

EXHIBIT E – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Major Improvement Area	Improvement Area #2	Improvement Area #3
Sources of Funds					
Improvement Area #1 Initial Bonds ¹	\$ -	\$ 6,875,000	\$ -	\$ -	\$ -
Improvement Area #1 Reimbursement Obligation ²	-	650,142	-	-	-
Major Improvement Area Bonds ³	-	-	8,540,000	-	-
Improvement Area #1 Additional Bonds	-	4,628,000	-	-	-
Improvement Areas #2-3 Bonds	-	-	-	1,114,364	6,191,636
City Contribution	4,180,358	-	139,781	-	-
Owner Contribution - Authorized Improvements ⁴	-	889,019	9,417	467,599	963,056
Owner Contribution - Private Improvements ⁴	154,453	-	-	-	-
Heritage Park Improvements - City Contribution ⁵	3,663,082	-	-	-	-
Heritage Park Improvements - Owner Contribution ⁵	1,677,000	-	-	-	-
Block D1 Owner Contribution ⁶	-	-	-	-	1,523,000
Total Sources	\$ 9,674,893	\$ 13,042,161	\$ 8,689,198	\$ 1,581,963	\$ 8,677,692
Uses of Funds					
Major Improvements	\$ -	\$ 4,775,978	\$ 6,872,749	\$ -	\$ -
Improvement Area #1 Improvements	-	6,443,843	-	-	-
Improvement Area #2 Improvements	-	-	-	1,392,471	-
Improvement Area #3 Improvements	-	-	-	-	7,624,834
City Contribution	4,180,358	-	-	-	-
Owner Contribution - Private Improvements	154,453	-	-	-	-
Heritage Park Improvements	5,340,082	-	-	-	-
	\$ 9,674,893	\$ 11,219,821	\$ 6,872,749	\$ 1,392,471	\$ 7,624,834
<i>Bond Issuance Costs - 2020 Bonds</i>					
Debt Service Reserve Fund	\$ -	\$ 395,200	\$ 603,213	\$ -	\$ -
Capitalized Interest	-	-	398,364	-	-
Underwriter's Discount	-	137,500	170,800	-	-
Underwriter's Counsel	-	68,750	85,400	-	-
Cost of Issuance	-	405,550	498,242	-	-
	\$ -	\$ 1,007,000	\$ 1,756,019	\$ -	\$ -
<i>Other Costs - 2020 Bonds</i>					
Initial Administrative Fund Deposit	\$ -	\$ 30,000	\$ 60,000	\$ -	\$ -
	\$ -	\$ 30,000	\$ 60,000	\$ -	\$ -
<i>Rounding Amount - 2020 Bonds</i>					
	\$ -	\$ -	\$ 430	\$ -	\$ -
<i>Bond Issuance Costs - 2022 Bonds</i>					
Debt Service Reserve Fund	\$ -	\$ 345,680	\$ -	\$ 81,035	\$ 450,245
Capitalized Interest	-	-	-	-	-
Underwriter's Discount	-	92,560	-	22,287	123,833
Underwriter's Counsel	-	46,280	-	11,144	61,916
Cost of Issuance	-	300,820	-	72,434	402,456
	\$ -	\$ 785,340	\$ -	\$ 186,899	\$ 1,038,451
<i>Other Costs - 2022 Bonds</i>					
Initial Administrative Fund Deposit	\$ -	\$ -	\$ -	\$ 2,593	\$ 14,407
	\$ -	\$ -	\$ -	\$ 2,593	\$ 14,407
Total Uses	\$ 9,674,893	\$ 13,042,161	\$ 8,689,198	\$ 1,581,963	\$ 8,677,692

Notes:

¹ Current outstanding Improvement Area #1 Initial Bonds is \$6,560,000 due to debt service payments reducing balance by \$315,000.

² Principal amount of Improvement Area #1 Reimbursement Obligation already paid to developer in full, as: \$403,224 reduction in principal due to payments to the Developer, \$92,656 paid down as part of the Annual Installment due 1/31/2021, \$92,622 paid down as part of the Annual Installment due 1/31/2022, \$61,269 reduction in the Improvement Area #1 Reimbursement Obligation due to a change in lot mix, \$372 to be forgiven for rounding upon issuance of Improvement Area #1 Additional Bonds, and the remaining \$4,628,000 to be refinanced with the Improvement Area #1 Additional Bonds.

³ Current outstanding Major Improvement Area Bonds is \$8,410,000 due to debt service payments reducing balance by \$130,000.

⁴ Not reimbursable to Original Owner through Assessments or PID Bonds.

⁵ Per the fourth amendment to the Development Agreement.

⁶ Block D1 Owner Contribution is for financing Improvement Area #3 Improvements allocable to Block D1, as shown on the map on **Exhibit L-4**, as evidenced by costs submitted by the Owner to construct such improvements. The Block D1 Owner Contribution allows the Improvement Area #3 Assessment allocable to Block D1 to be lower than the other blocks in Improvement Areas #2-3.

EXHIBIT F-1 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Parcel	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2023 ¹
Block K-2(A)	Commercial 2	\$ 166,012.70	\$ 13,608.64
Block K-2(C)	Commercial 2	\$ 55,270.57	\$ 4,530.72
Block C	Single-Family	\$ 816,579.69	\$ 66,937.89
Block D1	Multi-Family	\$ 2,196,169.35	\$ 180,027.68
Block F	Multi-Family	\$ 1,427,140.35	\$ 116,987.68
Block G1	Commercial 2	\$ 30,348.57	\$ 2,487.78
Block L3	Commercial 2	\$ 608,433.08	\$ 49,875.39
Block L2	Commercial 2	\$ 182,712.64	\$ 14,977.59
Block I	Commercial 3	\$ 623,242.41	\$ 51,089.35
Block J	Commercial 3	\$ 1,315,204.99	\$ 107,811.95
Major Improvement Area Remaining Parcel	Commercial 2 & Commercial 3	\$ 988,885.65	\$ 81,062.41
Total²		\$ 8,410,000.00	\$ 689,397.08

Notes:

¹ The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

² Totals may not match Service Plan or Annual Installment schedules due to rounding. The Major Improvement Area includes Improvement Areas #2-3. The Major Improvement Area Assessment and Annual Installment allocable to the Major Improvement Area Remaining Parcel will be allocated to each Property ID per the Dallas County Appraisal District pro rata based on acreage for billing purposes.

EXHIBIT F-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

	Major Improvement Area Bonds					
Installments Due January 31,	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Annual Installment	
2023	\$ 140,000	\$ 463,213	\$ 42,050	\$ 44,135	\$ 689,397	
2024	\$ 145,000	\$ 455,688	\$ 41,350	\$ 45,017	\$ 687,055	
2025	\$ 155,000	\$ 447,894	\$ 40,625	\$ 45,918	\$ 689,436	
2026	\$ 160,000	\$ 439,563	\$ 39,850	\$ 46,836	\$ 686,248	
2027	\$ 170,000	\$ 430,963	\$ 39,050	\$ 47,773	\$ 687,785	
2028	\$ 175,000	\$ 421,825	\$ 38,200	\$ 48,728	\$ 683,753	
2029	\$ 185,000	\$ 412,419	\$ 37,325	\$ 49,703	\$ 684,446	
2030	\$ 195,000	\$ 402,475	\$ 36,400	\$ 50,697	\$ 684,572	
2031	\$ 205,000	\$ 391,994	\$ 35,425	\$ 51,711	\$ 684,129	
2032	\$ 215,000	\$ 380,975	\$ 34,400	\$ 52,745	\$ 683,120	
2033	\$ 230,000	\$ 369,419	\$ 33,325	\$ 53,800	\$ 686,544	
2034	\$ 240,000	\$ 357,056	\$ 32,175	\$ 54,876	\$ 684,107	
2035	\$ 250,000	\$ 344,156	\$ 30,975	\$ 55,973	\$ 681,105	
2036	\$ 265,000	\$ 330,719	\$ 29,725	\$ 57,093	\$ 682,537	
2037	\$ 280,000	\$ 316,475	\$ 28,400	\$ 58,235	\$ 683,110	
2038	\$ 295,000	\$ 301,425	\$ 27,000	\$ 59,399	\$ 682,824	
2039	\$ 310,000	\$ 285,569	\$ 25,525	\$ 60,587	\$ 681,681	
2040	\$ 325,000	\$ 268,906	\$ 23,975	\$ 61,799	\$ 679,680	
2041	\$ 345,000	\$ 251,438	\$ 22,350	\$ 63,035	\$ 681,823	
2042	\$ 365,000	\$ 232,031	\$ 20,625	\$ 64,296	\$ 681,952	
2043	\$ 385,000	\$ 211,500	\$ 18,800	\$ 65,582	\$ 680,882	
2044	\$ 405,000	\$ 189,844	\$ 16,875	\$ 66,893	\$ 678,612	
2045	\$ 430,000	\$ 167,063	\$ 14,850	\$ 68,231	\$ 680,144	
2046	\$ 455,000	\$ 142,875	\$ 12,700	\$ 69,596	\$ 680,171	
2047	\$ 480,000	\$ 117,281	\$ 10,425	\$ 70,988	\$ 678,694	
2048	\$ 505,000	\$ 90,281	\$ 8,025	\$ 72,407	\$ 675,714	
2049	\$ 535,000	\$ 61,875	\$ 5,500	\$ 73,856	\$ 676,231	
2050	\$ 565,000	\$ 31,781	\$ 2,825	\$ 75,333	\$ 674,939	
Total	\$ 8,410,000	\$ 8,316,700	\$ 748,750	\$ 1,635,240	\$ 19,110,690	

¹ Interest is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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 G-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment		Annual Installment Due 1/31/2023 ¹ Pre TIRZ	TIRZ Credit	Annual Installment Due
		Improvement Area #1 Initial	Improvement Area #1			
		Bonds	Additional Bonds			
480119100A0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.79	\$ 2,402.41
480119100A0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 130.35	\$ 2,419.85
480119100ACA10000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100A0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100A0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100A0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0110000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0120000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0130000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100A0140000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 154.70	\$ 2,395.50
480119100B0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 227.29	\$ 2,322.91
480119100B0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 142.85	\$ 2,407.35
480119100B0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 98.08	\$ 2,452.12
480119100BCA20000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100B0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 142.89	\$ 2,407.31
480119100B0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 117.79	\$ 2,432.41
480119100B0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100B0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100B0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100B0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100B0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 112.78	\$ 2,437.42
480119100B0110000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 128.41	\$ 2,421.79
480119100C0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 158.99	\$ 2,391.21
480119100C0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100C0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100C0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100C0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 160.36	\$ 2,389.84
480119100C0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100C0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 154.88	\$ 2,395.32
480119100C0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 142.61	\$ 2,407.59
480119100C0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 135.96	\$ 2,414.24
480119100C0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 135.96	\$ 2,414.24
480119100C0110000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 135.96	\$ 2,414.24
480119100C0120000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 161.74	\$ 2,388.46
480119100C0130000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 187.88	\$ 2,362.32
480119100C0140000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 196.95	\$ 2,353.25
480119100D0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 132.63	\$ 2,417.57
480119100D0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 173.09	\$ 2,377.11
480119100D0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 173.09	\$ 2,377.11
480119100D0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 171.53	\$ 2,378.67
480119100D0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 134.25	\$ 2,415.95
480119100D0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 112.78	\$ 2,437.42

Property ID	Lot Type	Outstanding Assessment		Annual Installment Due 1/31/2023 ¹ Pre TIRZ	TIRZ Credit	Annual Installment Due
		Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds			
480119100D0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 125.60	\$ 2,424.60
480119100D0110000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 260.11	\$ 2,290.09
480119100D0120000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100D0130000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0140000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0150000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0160000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100D0170000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 112.78	\$ 2,437.42
480119100D0180000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 130.20	\$ 2,420.00
480119100D0190000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 135.09	\$ 2,415.11
480119100D0200000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100D0210000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100D0220000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100D0230000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.97	\$ 2,409.23
480119100D0240000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0250000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100D0260000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 167.54	\$ 2,382.66
480119100DCA50000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100E0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100E0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 137.28	\$ 2,412.92
480119100ECA30000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100E0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 195.39	\$ 2,354.81
480119100E0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 150.76	\$ 2,399.44
480119100E0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 150.76	\$ 2,399.44
480119100E0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 150.76	\$ 2,399.44
480119100E0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0110000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0120000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 150.76	\$ 2,399.44
480119100E0130000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0140000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0150000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 126.73	\$ 2,423.47
480119100E0160000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 125.64	\$ 2,424.56
480119100E0170000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 232.86	\$ 2,317.34
480119100E0180000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 375.39	\$ 2,174.81
480119100E0190000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 225.26	\$ 2,324.94
480119100E0200000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 309.15	\$ 2,241.05
480119100E0210000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 357.02	\$ 2,193.18
480119100E0220000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 268.45	\$ 2,281.75
480119100E0230000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 200.62	\$ 2,349.58
480119100E0240000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 285.55	\$ 2,264.65
480119100E0250000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100E0260000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100E0270000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 185.41	\$ 2,364.79
480119100E0280000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 131.59	\$ 2,418.61
480119100E0290000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 119.75	\$ 2,430.45
480119100F0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 178.29	\$ 2,371.91
480119100F0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58

Property ID	Lot Type	Outstanding Assessment		Annual Installment Due 1/31/2023 ¹ Pre TIRZ	TIRZ Credit	Annual Installment Due
		Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds			
480119100F0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 147.62	\$ 2,402.58
480119100F0110000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 211.36	\$ 2,338.84
480119100F0120000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 217.72	\$ 2,332.48
480119100F0130000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 159.78	\$ 2,390.42
480119100F0140000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 145.98	\$ 2,404.22
480119100F0150000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 145.98	\$ 2,404.22
480119100F0160000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 145.98	\$ 2,404.22
480119100F0170000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.70	\$ 2,427.50
480119100F0180000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.70	\$ 2,427.50
480119100F0190000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 145.98	\$ 2,404.22
480119100F0200000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 301.14	\$ 2,249.06
480119100F0210000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 349.94	\$ 2,200.26
480119100F0220000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 341.35	\$ 2,208.85
480119100F0230000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.70	\$ 2,427.50
480119100F0240000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.70	\$ 2,427.50
480119100F0250000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 177.44	\$ 2,372.76
480119100G0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 140.03	\$ 2,410.17
480119100G0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.41	\$ 2,431.79
480119100G0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 148.01	\$ 2,402.19
480119100G0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 148.01	\$ 2,402.19
480119100G0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 148.01	\$ 2,402.19
480119100G0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0110000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0120000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0130000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.42	\$ 2,425.78
480119100G0140000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 134.19	\$ 2,416.01
480119100G0150000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 134.10	\$ 2,416.10
480119100G0160000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 470.72	\$ 2,079.48
480119100G0170000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 470.72	\$ 2,079.48
480119100G0180000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.33	\$ 2,427.87
480119100G0190000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.33	\$ 2,427.87
480119100G0200000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.33	\$ 2,427.87
480119100G0210000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 145.53	\$ 2,404.67
480119100G0220000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 145.53	\$ 2,404.67
480119100G0230000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.33	\$ 2,427.87
480119100G0240000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 116.43	\$ 2,433.77
480119100G0250000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 116.43	\$ 2,433.77
480119100G0260000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 116.43	\$ 2,433.77
480119100G0270000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 145.53	\$ 2,404.67

Property ID	Lot Type	Outstanding Assessment		Annual Installment Due 1/31/2023 ¹ Pre TIRZ	TIRZ Credit	Annual Installment Due
		Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds			
480119100G0280000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 122.33	\$ 2,427.87
480119100G0290000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 159.71	\$ 2,390.49
480119100H0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 133.72	\$ 2,416.48
480119100H0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 170.91	\$ 2,379.29
480119100H0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 170.91	\$ 2,379.29
480119100H0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.50	\$ 2,431.70
480119100H0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.62	\$ 2,425.58
480119100I0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 133.29	\$ 2,416.91
480119100I0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 118.77	\$ 2,431.43
480119100I0030000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.79	\$ 2,425.41
480119100I0040000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.79	\$ 2,425.41
480119100I0050000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.79	\$ 2,425.41
480119100I0060000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 148.46	\$ 2,401.74
480119100I0070000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 148.46	\$ 2,401.74
480119100I0080000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.79	\$ 2,425.41
480119100I0090000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 124.79	\$ 2,425.41
480119100I0100000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 133.96	\$ 2,416.24
480119100I0110000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 82.59	\$ 1,621.18
480119100I0120000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 55.40	\$ 1,648.37
480119100I0130000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.84	\$ 1,648.93
480119100I0140000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.40	\$ 1,649.37
480119100I0150000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.04	\$ 1,649.73
480119100I0160000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 66.00	\$ 1,637.77
480119100I0170000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 65.76	\$ 1,638.01
480119100I0180000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 53.54	\$ 1,650.23
480119100I0190000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 53.63	\$ 1,650.14
480119100I0200000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 66.10	\$ 1,637.67
480119100I0210000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 67.13	\$ 1,636.64
480119100I0220000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 56.25	\$ 1,647.52
480119100I0230000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 58.17	\$ 1,645.60
480119100I0240000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 60.28	\$ 1,643.49
480119100I0250000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 62.46	\$ 1,641.31
480119100I0260000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 64.72	\$ 1,639.05
480119100I0270000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 67.13	\$ 1,636.64
480119100I0280000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 107.02	\$ 1,596.75
480119100J0010000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 125.30	\$ 2,424.90
480119100J0020000	Single Family Lot	\$ 18,994.45	\$ 13,400.35	\$ 2,550.20	\$ 114.13	\$ 2,436.07
480119100JCA40000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100K0010000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 116.22	\$ 1,587.55
480119100K0020000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0030000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0040000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0050000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0060000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 67.36	\$ 1,636.41
480119100K0070000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 67.36	\$ 1,636.41
480119100K0080000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0090000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0100000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0110000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0120000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88

Property ID	Lot Type	Outstanding Assessment		Annual Installment Due 1/31/2023 ¹ Pre TIRZ	TIRZ Credit	Annual Installment Due
		Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds			
480119100K0130000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0140000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 66.89	\$ 1,636.88
480119100KCA70000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100K0150000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 65.80	\$ 1,637.97
480119100K0160000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0170000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0180000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0190000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 75.93	\$ 1,627.84
480119100K0200000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 75.93	\$ 1,627.84
480119100K0210000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0220000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100K0230000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 83.53	\$ 1,620.24
480119100L0010000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 96.77	\$ 1,607.00
480119100L0020000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100L0030000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100L0040000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100L0050000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 78.37	\$ 1,625.40
480119100L0060000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 78.37	\$ 1,625.40
480119100L0070000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100L0080000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 54.89	\$ 1,648.88
480119100L0090000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 82.80	\$ 1,620.97
480119100M0010000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 113.66	\$ 1,590.11
480119100M0020000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 65.29	\$ 1,638.48
480119100M0030000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 65.29	\$ 1,638.48
480119100M0040000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 65.29	\$ 1,638.48
480119100M0050000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 102.65	\$ 1,601.12
480119100M0060000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 102.65	\$ 1,601.12
480119100M0070000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 65.29	\$ 1,638.48
480119100M0080000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 65.29	\$ 1,638.48
480119100M0090000	Townhome Lot	\$ 12,690.08	\$ 8,952.69	\$ 1,703.77	\$ 96.34	\$ 1,607.43
480119100MCA60000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100NCA80000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119100OCA90000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
480119500A0010000	Multi-Family	\$ 2,528,452.65	\$ 1,783,792.51	\$ 339,472.39	\$ -	\$ 339,472.39
480119700M0010000	Commercial 1	\$ 148,748.87	\$ 104,940.51	\$ 19,971.16	\$ -	\$ 19,971.16
65100943010010000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -	\$ -
Total²		\$ 6,560,000.49	\$ 4,627,999.48	\$ 880,748.98	\$ 29,141.67	\$ 851,607.31

Notes:

¹ The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

² Totals may not match Service Plan or Annual Installment schedules due to rounding.

EXHIBIT G-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installments Due January 31,	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment ³
	Principal	Interest ¹	Additional Interest	Principal	Interest ²	Additional Interest		
2023	\$ 140,000	\$ 244,450	\$ 32,800	\$ 68,000	\$ 277,680	\$ 23,140	\$ 94,682	\$ 880,752
2024	\$ 145,000	\$ 240,950	\$ 32,100	\$ 72,000	\$ 273,600	\$ 22,800	\$ 58,849	\$ 845,299
2025	\$ 150,000	\$ 237,325	\$ 31,375	\$ 76,000	\$ 269,280	\$ 22,440	\$ 60,026	\$ 846,446
2026	\$ 150,000	\$ 233,575	\$ 30,625	\$ 80,000	\$ 264,720	\$ 22,060	\$ 61,227	\$ 842,207
2027	\$ 155,000	\$ 228,700	\$ 29,875	\$ 85,000	\$ 259,920	\$ 21,660	\$ 62,451	\$ 842,606
2028	\$ 160,000	\$ 223,663	\$ 29,100	\$ 90,000	\$ 254,820	\$ 21,235	\$ 63,700	\$ 842,518
2029	\$ 170,000	\$ 218,463	\$ 28,300	\$ 96,000	\$ 249,420	\$ 20,785	\$ 64,974	\$ 847,942
2030	\$ 175,000	\$ 212,938	\$ 27,450	\$ 101,000	\$ 243,660	\$ 20,305	\$ 66,274	\$ 846,626
2031	\$ 180,000	\$ 207,250	\$ 26,575	\$ 108,000	\$ 237,600	\$ 19,800	\$ 67,599	\$ 846,824
2032	\$ 185,000	\$ 200,500	\$ 25,675	\$ 114,000	\$ 231,120	\$ 19,260	\$ 68,951	\$ 844,506
2033	\$ 195,000	\$ 193,563	\$ 24,750	\$ 121,000	\$ 224,280	\$ 18,690	\$ 70,330	\$ 847,613
2034	\$ 200,000	\$ 186,250	\$ 23,775	\$ 128,000	\$ 217,020	\$ 18,085	\$ 71,737	\$ 844,867
2035	\$ 210,000	\$ 178,750	\$ 22,775	\$ 136,000	\$ 209,340	\$ 17,445	\$ 73,172	\$ 847,482
2036	\$ 215,000	\$ 170,875	\$ 21,725	\$ 144,000	\$ 201,180	\$ 16,765	\$ 74,635	\$ 844,180
2037	\$ 225,000	\$ 162,813	\$ 20,650	\$ 153,000	\$ 192,540	\$ 16,045	\$ 76,128	\$ 846,175
2038	\$ 235,000	\$ 154,375	\$ 19,525	\$ 162,000	\$ 183,360	\$ 15,280	\$ 77,650	\$ 847,190
2039	\$ 245,000	\$ 145,563	\$ 18,350	\$ 171,000	\$ 173,640	\$ 14,470	\$ 79,203	\$ 847,226
2040	\$ 250,000	\$ 136,375	\$ 17,125	\$ 182,000	\$ 163,380	\$ 13,615	\$ 80,788	\$ 843,283
2041	\$ 260,000	\$ 127,000	\$ 15,875	\$ 193,000	\$ 152,460	\$ 12,705	\$ 82,403	\$ 843,443
2042	\$ 275,000	\$ 116,600	\$ 14,575	\$ 204,000	\$ 140,880	\$ 11,740	\$ 84,051	\$ 846,846
2043	\$ 285,000	\$ 105,600	\$ 13,200	\$ 217,000	\$ 128,640	\$ 10,720	\$ 85,732	\$ 845,892
2044	\$ 295,000	\$ 94,200	\$ 11,775	\$ 230,000	\$ 115,620	\$ 9,635	\$ 87,447	\$ 843,677
2045	\$ 310,000	\$ 82,400	\$ 10,300	\$ 243,000	\$ 101,820	\$ 8,485	\$ 89,196	\$ 845,201
2046	\$ 320,000	\$ 70,000	\$ 8,750	\$ 258,000	\$ 87,240	\$ 7,270	\$ 90,980	\$ 842,240
2047	\$ 335,000	\$ 57,200	\$ 7,150	\$ 273,000	\$ 71,760	\$ 5,980	\$ 92,799	\$ 842,889
2048	\$ 350,000	\$ 43,800	\$ 5,475	\$ 290,000	\$ 55,380	\$ 4,615	\$ 94,655	\$ 843,925
2049	\$ 365,000	\$ 29,800	\$ 3,725	\$ 307,000	\$ 37,980	\$ 3,165	\$ 96,549	\$ 843,219
2050	\$ 380,000	\$ 15,200	\$ 1,900	\$ 326,000	\$ 19,560	\$ 1,630	\$ 98,480	\$ 842,770
Total	\$ 6,560,000	\$ 4,318,175	\$ 555,275	\$ 4,628,000	\$ 5,037,900	\$ 419,825	\$ 2,174,671	\$ 23,693,846

¹ Interest for the Improvement Area #1 Initial Bonds is calculated at a 2.50%, 3.25%, 3.75%, and 4.00% interest rate for bonds with a maturity of 9/15/2025, 2030, 2040, and 2050 respectively.

² Interest for the Improvement Area #1 Additional Bonds is calculated at a 6.00% interest rate for illustrative purposes.

³ Before application of the TIRZ No. 2 Annual Credit Amount.

Note: 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 H-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Block	Lot Type	Improvement Areas #2-3 Bonds	
			Outstanding Assessment	Annual Installment Due 1/31/2023 ¹
65022863010020300	Block C	Single Family	\$ 1,114,363.96	\$ 89,059.13
Total²			\$ 1,114,363.96	\$ 89,059.13

Notes:

¹ The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

² Totals may not match Service Plan or Annual Installment schedules due to rounding. Note, parcels within Improvement Area #2 are also subject to 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 ANNUAL INSTALLMENTS

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹				
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 14,033	\$ 66,862	\$ 5,572	\$ 2,593	\$ 89,059
2024	\$ 14,948	\$ 66,020	\$ 5,502	\$ 2,645	\$ 89,114
2025	\$ 15,863	\$ 65,123	\$ 5,427	\$ 2,698	\$ 89,110
2026	\$ 16,778	\$ 64,171	\$ 5,348	\$ 2,752	\$ 89,049
2027	\$ 17,846	\$ 63,165	\$ 5,264	\$ 2,807	\$ 89,081
2028	\$ 18,913	\$ 62,094	\$ 5,174	\$ 2,863	\$ 89,045
2029	\$ 19,981	\$ 60,959	\$ 5,080	\$ 2,920	\$ 88,940
2030	\$ 21,201	\$ 59,760	\$ 4,980	\$ 2,978	\$ 88,920
2031	\$ 22,422	\$ 58,488	\$ 4,874	\$ 3,038	\$ 88,822
2032	\$ 23,794	\$ 57,143	\$ 4,762	\$ 3,099	\$ 88,798
2033	\$ 25,320	\$ 55,715	\$ 4,643	\$ 3,161	\$ 88,838
2034	\$ 26,692	\$ 54,196	\$ 4,516	\$ 3,224	\$ 88,629
2035	\$ 28,370	\$ 52,594	\$ 4,383	\$ 3,289	\$ 88,636
2036	\$ 30,048	\$ 50,892	\$ 4,241	\$ 3,354	\$ 88,535
2037	\$ 31,878	\$ 49,089	\$ 4,091	\$ 3,421	\$ 88,480
2038	\$ 33,709	\$ 47,177	\$ 3,931	\$ 3,490	\$ 88,306
2039	\$ 35,844	\$ 45,154	\$ 3,763	\$ 3,560	\$ 88,320
2040	\$ 37,979	\$ 43,004	\$ 3,584	\$ 3,631	\$ 88,197
2041	\$ 40,267	\$ 40,725	\$ 3,394	\$ 3,703	\$ 88,089
2042	\$ 42,708	\$ 38,309	\$ 3,192	\$ 3,777	\$ 87,986
2043	\$ 45,148	\$ 35,746	\$ 2,979	\$ 3,853	\$ 87,726
2044	\$ 47,894	\$ 33,037	\$ 2,753	\$ 3,930	\$ 87,614
2045	\$ 50,792	\$ 30,164	\$ 2,514	\$ 4,009	\$ 87,478
2046	\$ 53,842	\$ 27,116	\$ 2,260	\$ 4,089	\$ 87,307
2047	\$ 57,045	\$ 23,886	\$ 1,990	\$ 4,171	\$ 87,092
2048	\$ 60,553	\$ 20,463	\$ 1,705	\$ 4,254	\$ 86,976
2049	\$ 64,061	\$ 16,830	\$ 1,402	\$ 4,339	\$ 86,633
2050	\$ 68,027	\$ 12,986	\$ 1,082	\$ 4,426	\$ 86,521
2051	\$ 71,993	\$ 8,905	\$ 742	\$ 4,514	\$ 86,154
2052	\$ 76,416	\$ 4,585	\$ 382	\$ 4,605	\$ 85,988
Total	\$ 1,114,364	\$ 1,314,358	\$ 109,530	\$ 105,192	\$ 2,643,443

¹ Represents Improvement Areas #2-3 Bonds allocable to Improvement Area #2.

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

Note: 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 I-1 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

Parcel	Block ¹	Improvement Areas #2-3 Bonds	
		Outstanding Assessment	Annual Installment Due 1/31/2023 ²
Block K-2(A)	Commercial 2	\$ 226,552.99	\$ 18,105.94
Block K-2(C)	Commercial 2	\$ 75,426.24	\$ 6,028.01
Block D1	Multi-Family	\$ 1,471,501.46	\$ 117,601.28
Block F	Multi-Family	\$ 1,947,579.39	\$ 155,649.07
Block G1	Commercial 2	\$ 41,415.86	\$ 3,309.92
Block L3	Commercial 2	\$ 830,311.98	\$ 66,357.91
Block L2	Commercial 2	\$ 249,342.94	\$ 19,927.30
Improvement Area #3 Remaining Parcel	Commercial 2 & Commercial 3	\$ 1,349,505.19	\$ 107,851.43
Total³		\$ 6,191,636.04	\$ 494,830.87

Notes:

¹ The Outstanding Assessment and Annual Installment is allocated to each Block as shown on Exhibit K-1, then further allocated to each Property ID within the Block pro rata based on acreage.

² The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

³ Totals may not match Service Plan or Annual Installment schedules due to rounding. Note, parcels within Improvement Area #3 are also subject to a portion of the Major Improvement Area Assessment. See **Exhibit F-1** for the Major Improvement Area Assessment Roll.

EXHIBIT I-2 – IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

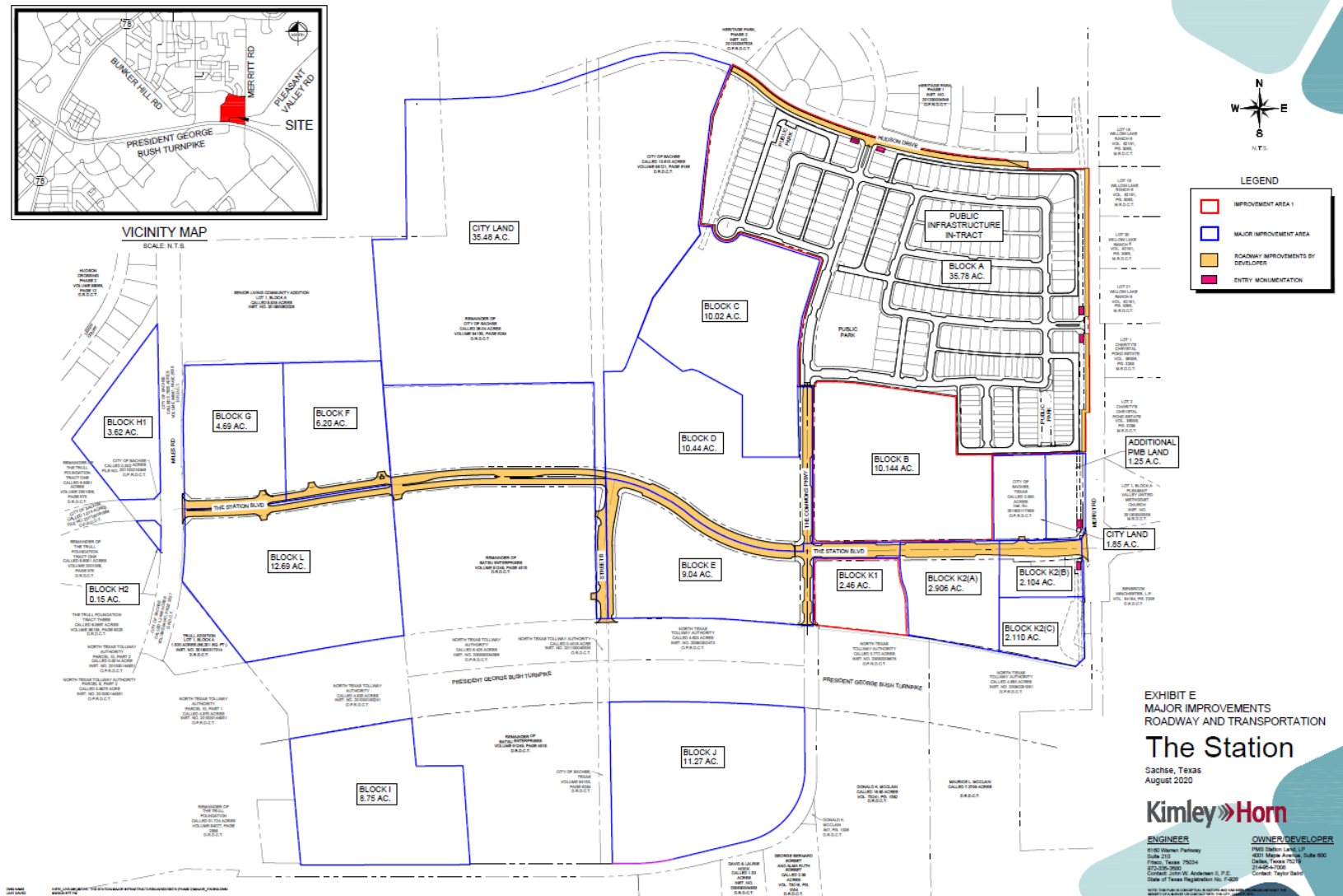
Installments Due January 31,	Improvement Areas #2-3 Bonds ¹				
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 77,967	\$ 371,498	\$ 30,958	\$ 14,407	\$ 494,831
2024	\$ 83,052	\$ 366,820	\$ 30,568	\$ 14,695	\$ 495,136
2025	\$ 88,137	\$ 361,837	\$ 30,153	\$ 14,989	\$ 495,116
2026	\$ 93,222	\$ 356,549	\$ 29,712	\$ 15,289	\$ 494,772
2027	\$ 99,154	\$ 350,955	\$ 29,246	\$ 15,595	\$ 494,951
2028	\$ 105,087	\$ 345,006	\$ 28,751	\$ 15,907	\$ 494,750
2029	\$ 111,019	\$ 338,701	\$ 28,225	\$ 16,225	\$ 494,170
2030	\$ 117,799	\$ 332,040	\$ 27,670	\$ 16,549	\$ 494,058
2031	\$ 124,578	\$ 324,972	\$ 27,081	\$ 16,880	\$ 493,512
2032	\$ 132,206	\$ 317,497	\$ 26,458	\$ 17,218	\$ 493,379
2033	\$ 140,680	\$ 309,565	\$ 25,797	\$ 17,562	\$ 493,605
2034	\$ 148,308	\$ 301,124	\$ 25,094	\$ 17,913	\$ 492,439
2035	\$ 157,630	\$ 292,226	\$ 24,352	\$ 18,272	\$ 492,479
2036	\$ 166,952	\$ 282,768	\$ 23,564	\$ 18,637	\$ 491,921
2037	\$ 177,122	\$ 272,751	\$ 22,729	\$ 19,010	\$ 491,611
2038	\$ 187,291	\$ 262,123	\$ 21,844	\$ 19,390	\$ 490,648
2039	\$ 199,156	\$ 250,886	\$ 20,907	\$ 19,778	\$ 490,727
2040	\$ 211,021	\$ 238,936	\$ 19,911	\$ 20,173	\$ 490,042
2041	\$ 223,733	\$ 226,275	\$ 18,856	\$ 20,577	\$ 489,441
2042	\$ 237,292	\$ 212,851	\$ 17,738	\$ 20,988	\$ 488,870
2043	\$ 250,852	\$ 198,614	\$ 16,551	\$ 21,408	\$ 487,425
2044	\$ 266,106	\$ 183,563	\$ 15,297	\$ 21,836	\$ 486,802
2045	\$ 282,208	\$ 167,596	\$ 13,966	\$ 22,273	\$ 486,044
2046	\$ 299,158	\$ 150,664	\$ 12,555	\$ 22,718	\$ 485,095
2047	\$ 316,955	\$ 132,714	\$ 11,060	\$ 23,173	\$ 483,901
2048	\$ 336,447	\$ 113,697	\$ 9,475	\$ 23,636	\$ 483,255
2049	\$ 355,939	\$ 93,510	\$ 7,793	\$ 24,109	\$ 481,350
2050	\$ 377,973	\$ 72,154	\$ 6,013	\$ 24,591	\$ 480,731
2051	\$ 400,007	\$ 49,475	\$ 4,123	\$ 25,083	\$ 478,689
2052	\$ 424,584	\$ 25,475	\$ 2,123	\$ 25,585	\$ 477,766
Total	\$ 6,191,636	\$ 7,302,842	\$ 608,570	\$ 584,466	\$ 14,687,514

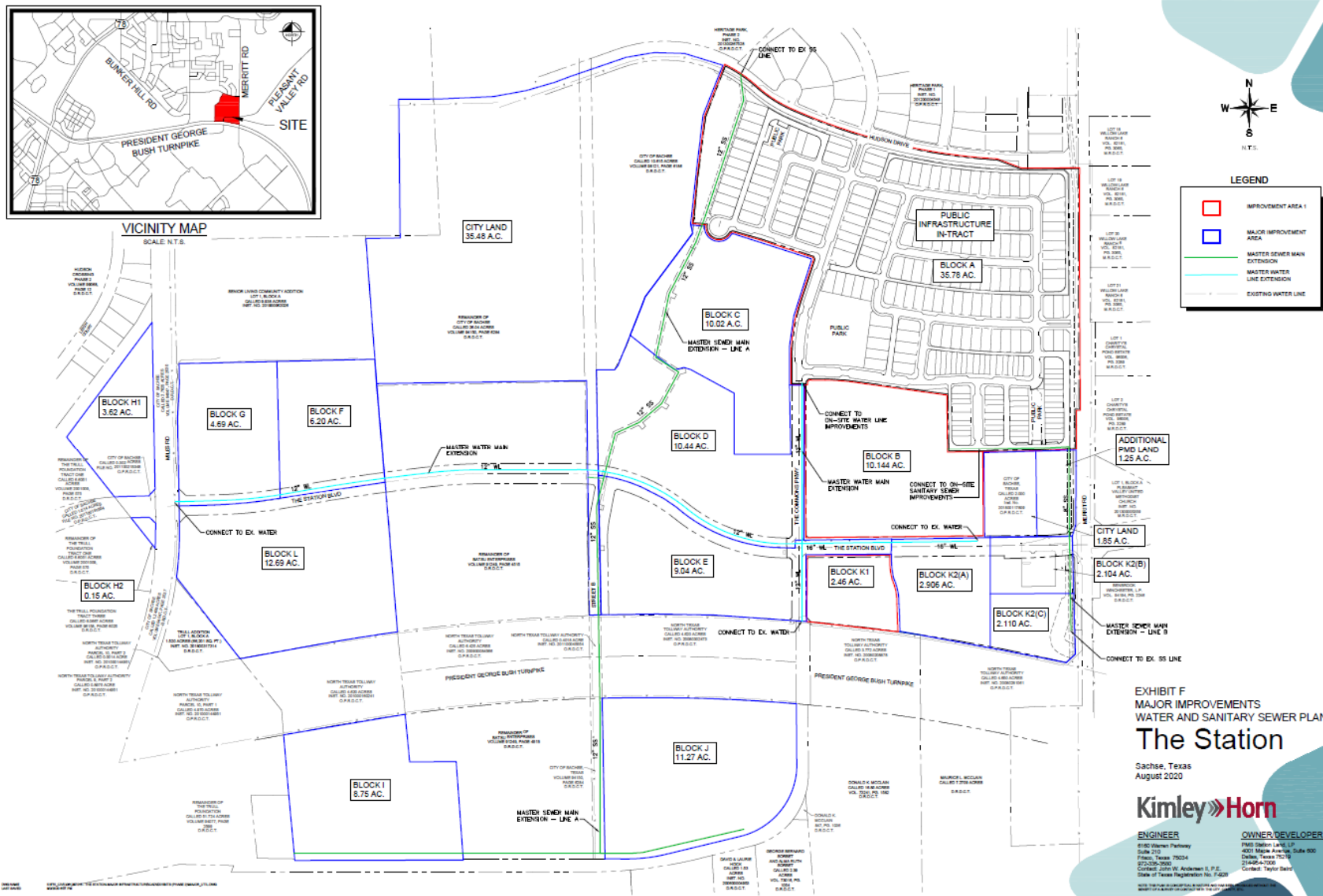
¹ Represents Improvement Areas #2-3 Bonds allocable to Improvement Area #3.

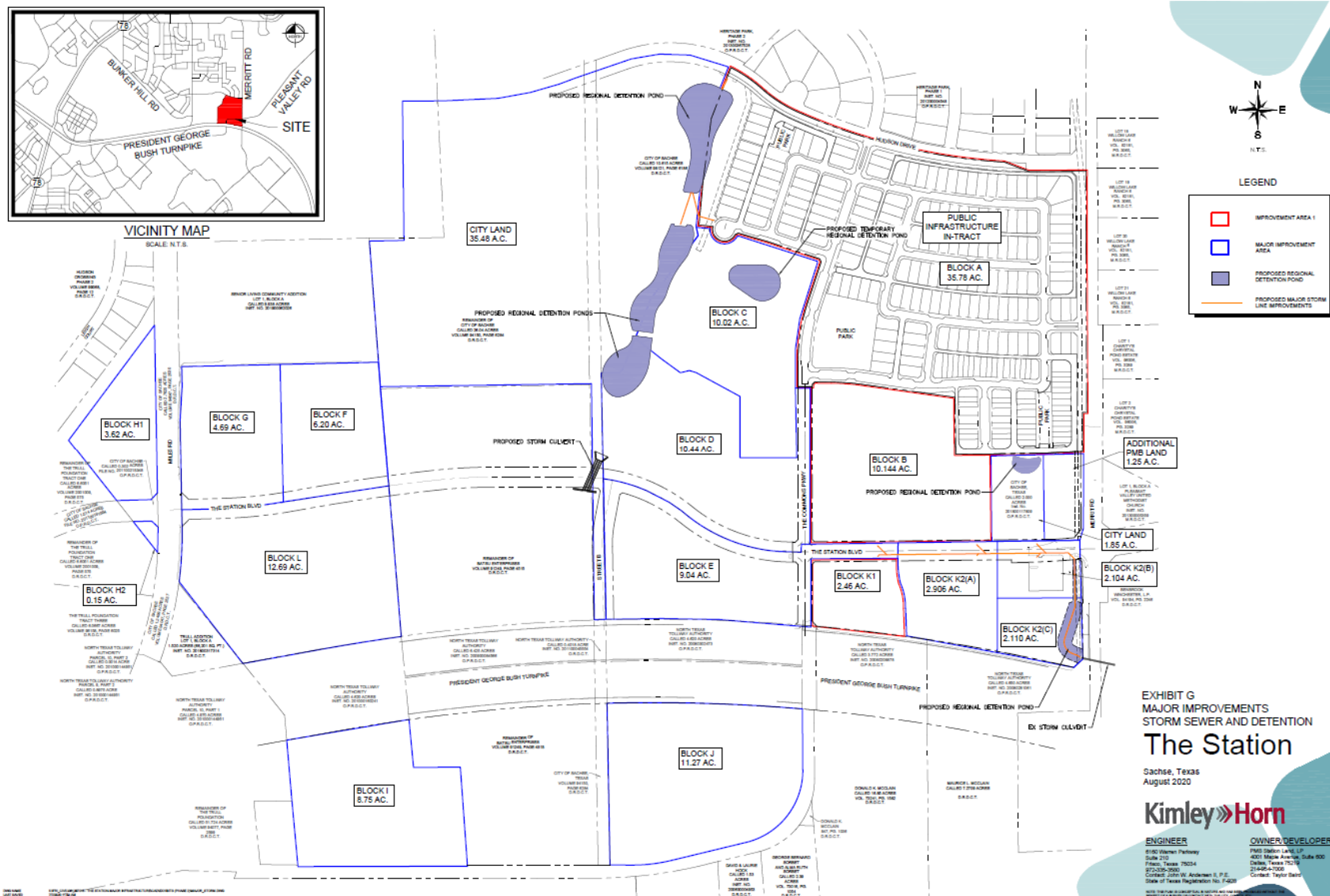
² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

Note: 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 J-1 – MAPS OF MAJOR IMPROVEMENTS







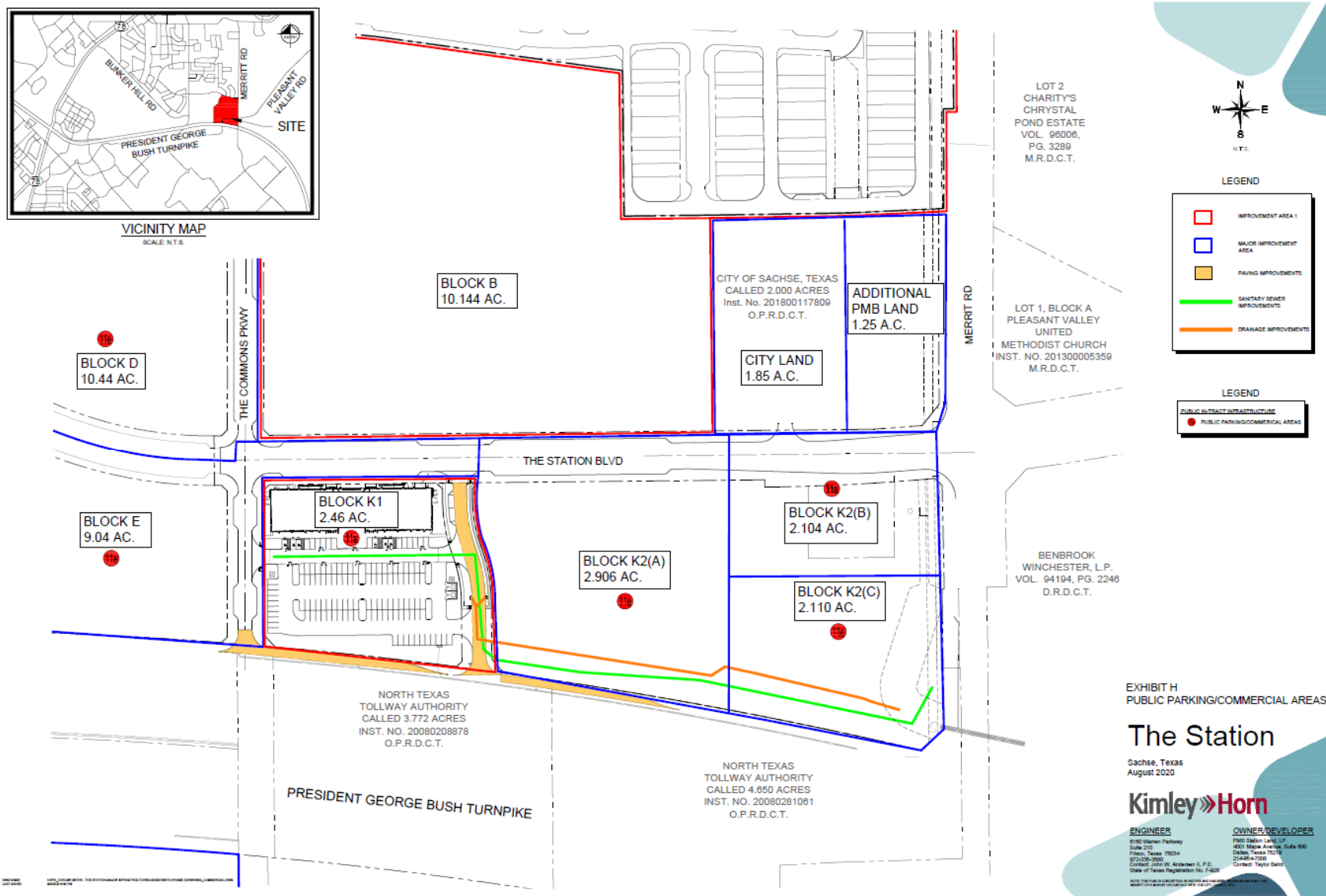
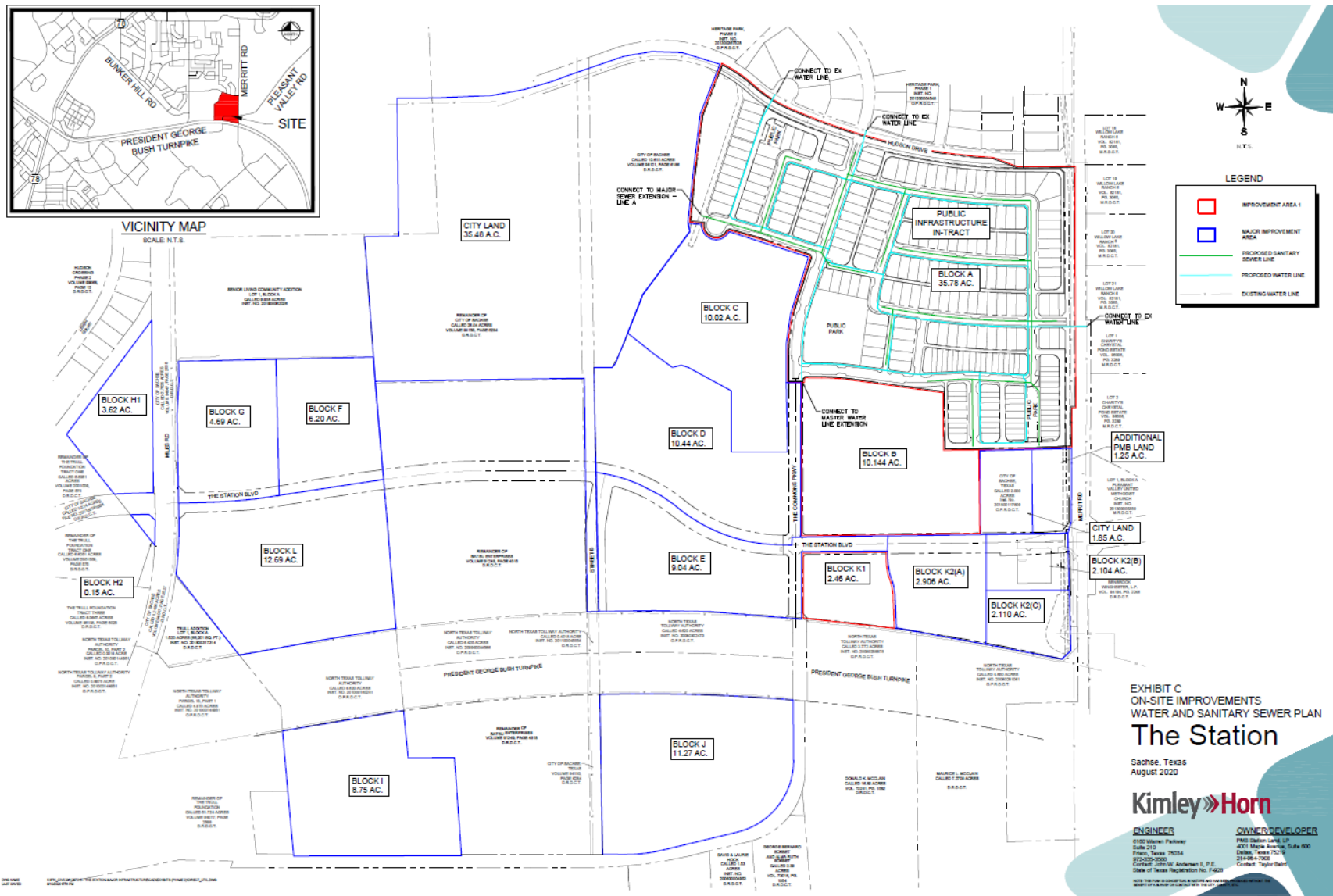


EXHIBIT J-2 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS





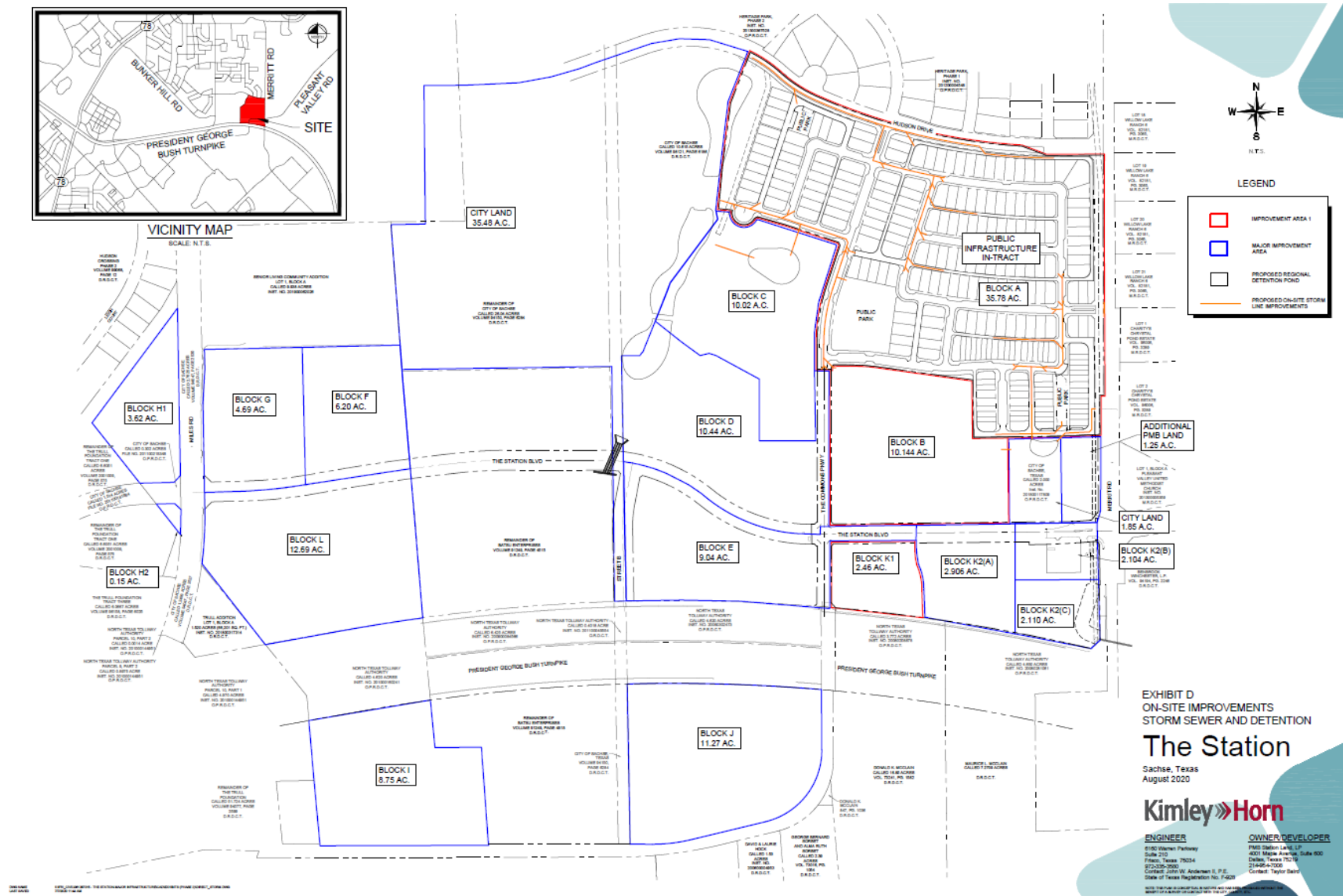
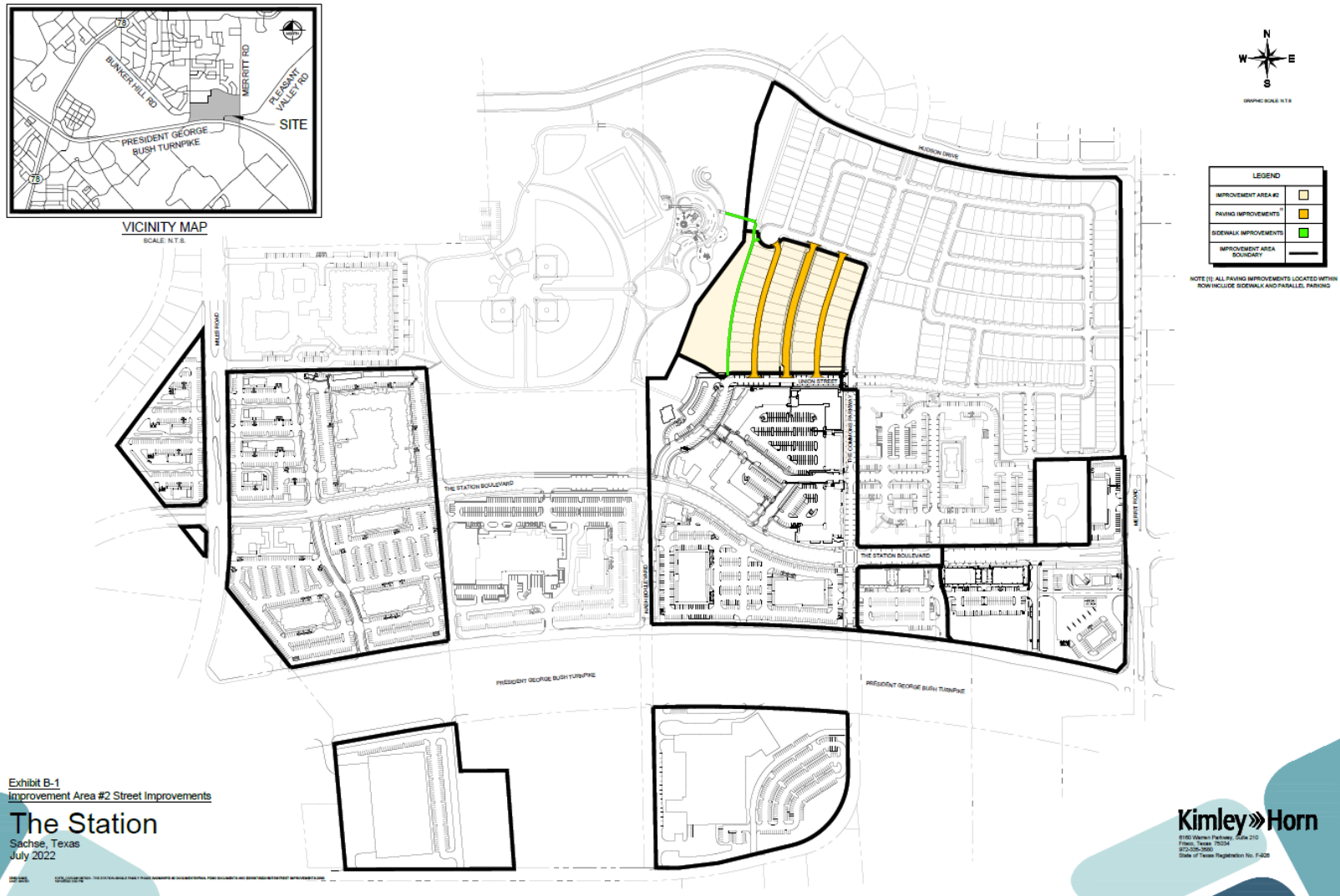
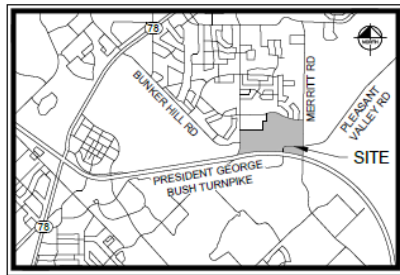


EXHIBIT J-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS





VICINITY MAP
SCALE: N.T.S.

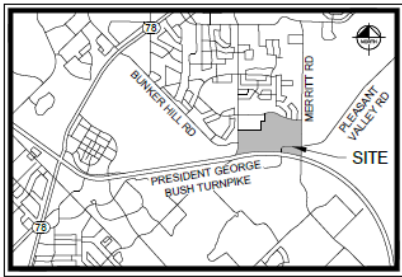


LEGEND	
IMPROVEMENT AREA #2	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

Exhibit B-2
Improvement Area #2 Water Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
6100 Warren Parkway, Suite 210
Frisco, Texas 75034
972.326.5500
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #2	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



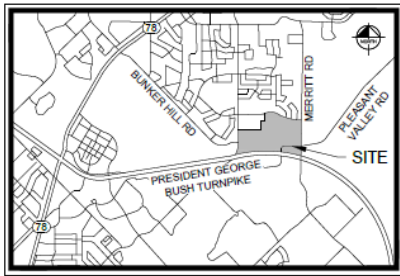
Exhibit B-3
Improvement Area #2 Sewer Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
6150 Westway Parkway, Suite 210
Frisco, Texas 75034
972.326.5900
State of Texas Registration No. F-4228

EXHIBIT J-4 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS





VICINITY MAP
SCALE: N.T.S.



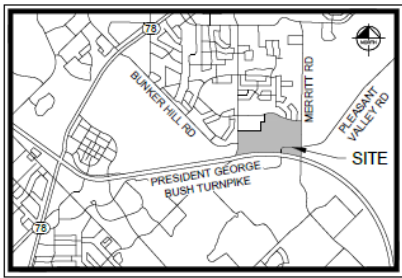
LEGEND	
IMPROVEMENT AREA #3	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



Exhibit C-2
Improvement Area #3 Water Improvements

The Station
Sachse, Texas
July 2022

Kimley»Horn
6100 Markon Parkway, Suite 210
Frisco, Texas 75034
972.338.5000
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #3	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

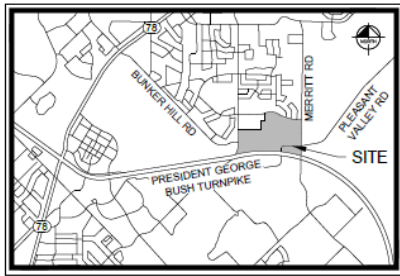


Exhibit C-3
Improvement Area #3 Sewer Improvements

The Station
Sachse, Texas
July 2022

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Kimley»Horn
6100 Warren Parkway, Suite 210
Frisco, Texas 75034
972.238.2000
State of Texas Registration No. F-4028



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #3	
DRAINAGE IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



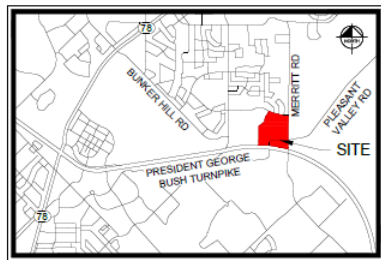
Exhibit C-4
Improvement Area #3 Drainage Improvements

The Station
Sachse, Texas
July 2022

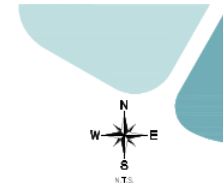
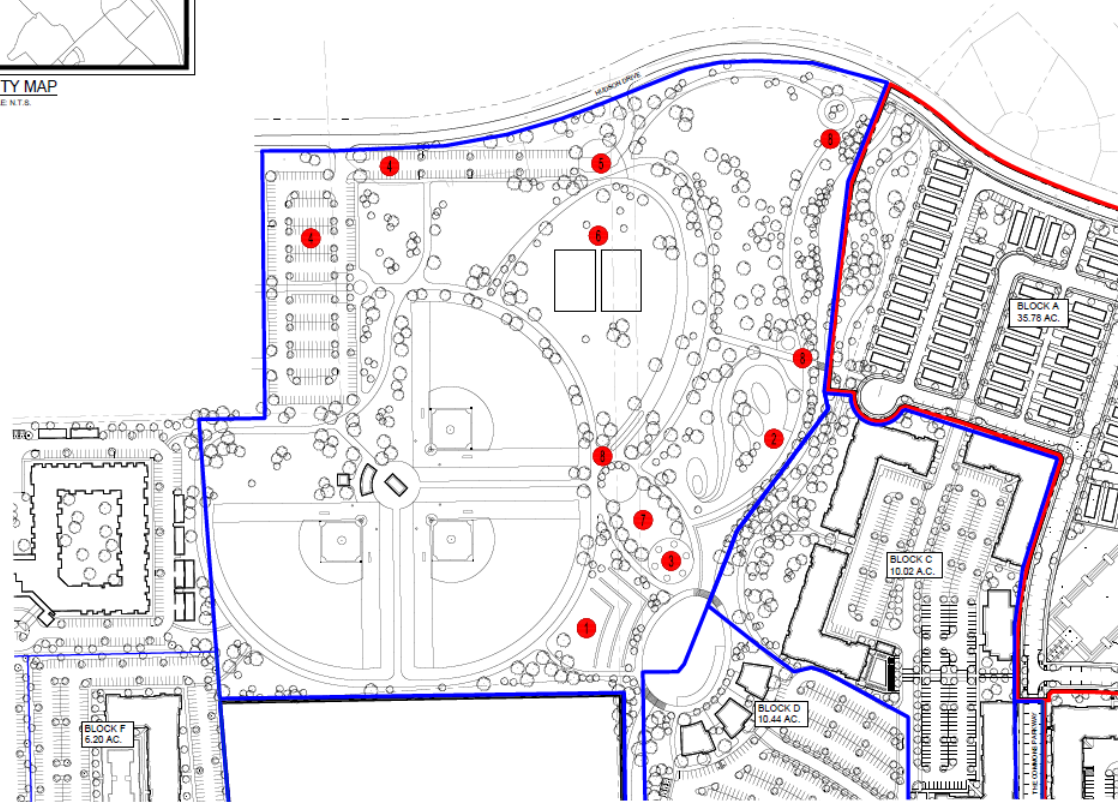
Kimley»Horn

6100 Walnut Parkway, Suite 210
Frisco, Texas 75034
972.536.2500
State of Texas Registration No. T-6028

EXHIBIT J-5 – MAP OF PARK IMPROVEMENTS



VICINITY MAP
SCALE: N.T.S.



LEGEND

[Red outline]	IMPROVEMENT AREA 1
[Blue outline]	MAJOR IMPROVEMENT AREA
[Red dot]	AMPHITHEATER
[Red dot]	PLAYGROUND WITH SHADE STRUCTURES
[Red dot]	SPLASH PAD
[Red dot]	PARKING LOT
[Red dot]	FOOD TRUCK PARKING AREA
[Red dot]	GREAT LAWN
[Red dot]	EVENT LAWN
[Red dot]	WALKING TRAILS

EXHIBIT I
HERITAGE PARK CONCEPT PLAN

The Station

Sachse, Texas
August 2020

Kimley»Horn

ENGINEER
2100 West Highway
Suite 210
Frisco, Texas 75034
(972) 250-0000
Contact: John W. Anderson, P.E.
State of Texas Registration No. 7436

OWNER/DEVELOPER
1001 Texas Ave., Suite 100
Dallas, Texas 75201
(214) 644-7000
Contact: Taylor Davis

NOTES: THIS PLAN IS A CONCEPTUAL DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.

EXHIBIT K-1 – MAXIMUM ASSESSMENT FOR IMPROVEMENT AREAS #1-3

Lot Type ¹	Revised Units/Sq Feet	Estimated Buildout Value Per Unit/Square Foot ²	Revised Estimated Buildout Value	IA#1 Assessment & IA#2-3 Assessment					PID TRE Before Application of TIRZ No. 2	Block D1 Owner Contribution ³	Assessment After Developer Contribution				
				Assessment	Average Annual Installment	Maximum Assessment Per Unit/SqFt	Average Annual Installment Per Unit/SqFt	Assessment ³			Average Annual Installment	Maximum Assessment Per Unit/SqFt	Average Annual Installment Per Unit/SqFt	PID TRE After Contribution	
Improvement Area #1															
Block A															
Single Family Townhomes	165	\$ 59	\$ 383,126 \$ 15,101,900	\$ 5,345,142 \$ 1,276,923	\$ 404,282 \$ 96,581	\$ 32,394.80 \$ 21,642.77	\$ 2,450.19 \$ 1,636.96	\$ 0.6395 \$ 0.6395	\$ - \$ -	\$ 5,345,142 \$ 1,276,923	\$ 404,282 \$ 96,581	\$ 32,394.80 \$ 21,642.77	\$ 2,450.19 \$ 1,636.96	\$ 0.6395 \$ 0.6395	
Block B															
Multi-family	300		\$ 170,000 \$ 51,000,000	\$ 4,312,245	\$ 326,158	\$ 14,374.15	\$ 1,087.19	\$ 0.6395	\$ -	\$ 4,312,245	\$ 326,158	\$ 14,374.15	\$ 1,087.19	\$ 0.6395	
Block K1															
Commercial 1	15,688		\$ 191.25 \$ 3,000,330	\$ 253,689	\$ 19,188	\$ 16.17	\$ 1.22	\$ 0.6395	\$ -	\$ 253,689	\$ 19,188	\$ 16.17	\$ 1.22	\$ 0.6395	
Improvement Area #1 Total				\$ 132,318,080	\$ 11,188,000	\$ 846,209				\$ 11,188,000	\$ 846,209				
Improvement Area #2															
Block C															
Single Family	49	\$	\$ 383,126 \$ 18,773,192	\$ 1,114,364	\$ 88,115	\$ 22,742.12	\$ 1,798.26	\$ 0.4694	\$ -	\$ 1,114,364	\$ 88,115	\$ 22,742.12	\$ 1,798.26	\$ 0.4694	
Improvement Area #2 Total				\$ 18,773,192	\$ 1,114,364	\$ 88,115				\$ 1,114,364	\$ 88,115				
Improvement Area #3															
Block K2(A)															
Commercial 2	18,172	\$	\$ 210.03 \$ 3,816,637	\$ 226,553	\$ 17,914	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 226,553	\$ 17,914	\$ 12.47	\$ 0.99	\$ 0.4694	
Block K2(B)															
Commercial 2	3,500	\$	\$ 210.03 \$ 735,100	\$ 43,635	\$ 3,450	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 43,635	\$ 3,450	\$ 12.47	\$ 0.99	\$ 0.4694	
Block K2(C)															
Commercial 2	6,050	\$	\$ 210.03 \$ 1,270,672	\$ 75,426	\$ 5,964	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 75,426	\$ 5,964	\$ 12.47	\$ 0.99	\$ 0.4694	
Block K3															
Commercial 2	2,500	\$	\$ 210.03 \$ 525,071	\$ 31,168	\$ 2,464	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 31,168	\$ 2,464	\$ 12.47	\$ 0.99	\$ 0.4694	
Block D1															
Multi-family	297	\$	\$ 170,000 \$ 50,490,000	\$ 2,994,501	\$ 236,982	\$ 10,082.49	\$ 797.92	\$ 0.4694	\$ 1,523,000	\$ 1,471,501	\$ 116,354	\$ 4,954.55	\$ 391.77	\$ 0.2305	
Block D2															
Commercial 2	3,300		\$ 210.03 \$ 693,094	\$ 41,142	\$ 3,253	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 41,142	\$ 3,253	\$ 12.47	\$ 0.99	\$ 0.4694	
Block E															
Commercial 2	34,500	\$	\$ 210.03 \$ 7,245,982	\$ 430,117	\$ 34,010	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 430,117	\$ 34,010	\$ 12.47	\$ 0.99	\$ 0.4694	
Commercial 3	24,000		\$ 138.20 \$ 3,316,750	\$ 196,880	\$ 15,568	\$ 8.20	\$ 0.65	\$ 0.4694	\$ -	\$ 196,880	\$ 15,568	\$ 8.20	\$ 0.65	\$ 0.4694	
Block F															
Multi-family	193	\$	\$ 170,000 \$ 32,810,000	\$ 1,947,579	\$ 153,999	\$ 10,091.08	\$ 797.92	\$ 0.4694	\$ -	\$ 1,947,579	\$ 153,999	\$ 10,091.08	\$ 797.92	\$ 0.4694	
Block G1															
Commercial 2	3,322	\$	\$ 210.03 \$ 697,715	\$ 41,416	\$ 3,275	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 41,416	\$ 3,275	\$ 12.47	\$ 0.99	\$ 0.4694	
Block G2															
Commercial 2	9,478	\$	\$ 210.03 \$ 1,990,650	\$ 118,164	\$ 9,343	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 118,164	\$ 9,343	\$ 12.47	\$ 0.99	\$ 0.4694	
Block H1															
Commercial 2	9,000	\$	\$ 210.03 \$ 1,890,256	\$ 112,204	\$ 8,872	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 112,204	\$ 8,872	\$ 12.47	\$ 0.99	\$ 0.4694	
Block L1															
Commercial 2	30,175	\$	\$ 210.03 \$ 6,337,609	\$ 376,196	\$ 29,747	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 376,196	\$ 29,747	\$ 12.47	\$ 0.99	\$ 0.4694	
Block L2															
Commercial 2	20,000	\$	\$ 210.03 \$ 4,200,569	\$ 249,343	\$ 19,716	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 249,343	\$ 19,716	\$ 12.47	\$ 0.99	\$ 0.4694	
Block L3															
Commercial 2	66,600	\$	\$ 210.03 \$ 13,987,895	\$ 830,312	\$ 65,654	\$ 12.47	\$ 0.99	\$ 0.4694	\$ -	\$ 830,312	\$ 65,654	\$ 12.47	\$ 0.99	\$ 0.4694	
Improvement Area #3 Total				\$ 130,007,999	\$ 7,714,636	\$ 610,211			\$ 1,523,000	\$ 6,191,636	\$ 489,584				
Improvement Areas #2-3 Total				\$ 148,781,191	\$ 8,829,000	\$ 698,326			\$ 1,523,000	\$ 7,306,000	\$ 577,699				
Improvement Areas #1-3 Total				\$ 281,099,271	\$ 20,017,000	\$ 1,544,535			\$ 1,523,000	\$ 18,494,000	\$ 1,423,907				
Original IA#1 Assessment		\$	12,153,142.00												
Original MIA Assessment		\$	8,540,000.00												
IA#2-3 Assessment		\$	7,306,000.00												
Total		\$	27,999,142.00												

Notes:

¹ Source: Original Owner. Commercial 1 Estimated Buildout Value equals a weighted average of inline retail, food retail within Improvement Area #1. Commercial 2 Estimated Buildout Value equals a weighted average of Inline Retail, Food Retail, Pad Retail, and Office within the Major Improvement Area. Commercial 3 Estimated Buildout Value equals a weighted average of Jr. Anchor Retail and Office Flex within the Major Improvement Area.

² Represent developer's contribution to allocable share of public infrastructure costs.

³ Blocks considered Improvement Area #3 Platted Property includes Block D1, Block F, Block G1, Block K2(A), Block K2(C), Block L2 and Block L3, and the Improvement Area #3 Assessment allocable to such Blocks cannot increase. The Improvement Area #3 Assessment allocable to the Improvement Area #3 Remainder Parcel, which includes Block D2, Block E, Block G2, Block K2(B), Block K3 and Block L1, may increase or decrease upon submission of a site plan or plat for any such Block.

EXHIBIT K-2 – ASSESSMENT ALLOCATION FOR MAJOR IMPROVEMENT AREA

					Major Improvement Area Assessment										
Lot Type ¹	Revised Units/Square Feet	Estimated Buildout Value Per Unit/Square Foot ¹	Revised Estimated Buildout Value		Assessment ³	Average Annual Installment	Assessment Per Unit/SqFt ²	Average Annual Installment Per Unit/SqFt	PID TRE						
Improvement Area #2 Block C															
Single Family	49	\$	383,126 \$	18,773,192	\$	816,580	\$	66,271	\$	16,665	\$	1,352	\$	0.3530	
Improvement Area #2 Total					\$	18,773,192	\$	816,580	\$	66,271				\$	0.3530
Improvement Area #3 Block K2(A)															
Commercial 2	18,172	\$	210.03 \$	3,816,637	\$	166,013	\$	13,473	\$	9.14	\$	0.74	\$	0.3530	
Block K2(B)															
Commercial 2	3,500	\$	210.03 \$	735,100	\$	31,975	\$	2,595	\$	9.14	\$	0.74	\$	0.3530	
Block K2(C)															
Commercial 2	6,050	\$	210.03 \$	1,270,672	\$	55,271	\$	4,486	\$	9.14	\$	0.74	\$	0.3530	
Block K3															
Commercial 2	2,500	\$	210.03 \$	525,071	\$	22,839	\$	1,854	\$	9.14	\$	0.74	\$	0.3530	
Block D1															
Multi-family	297	\$	170,000 \$	50,490,000	\$	2,196,169	\$	178,233	\$	7,395	\$	600	\$	0.3530	
Block D2															
Commercial 2	3,300	\$	210.03 \$	693,094	\$	30,148	\$	2,447	\$	9.14	\$	0.74	\$	0.3530	
Block E															
Commercial 2	34,500	\$	210.03 \$	7,245,982	\$	315,179	\$	25,579	\$	9.14	\$	0.74	\$	0.3530	
Commercial 3	24,000		138.20 \$	3,316,750	\$	144,269	\$	11,708	\$	6.01	\$	0.49	\$	0.3530	
Block F															
Multi-family	193	\$	170,000 \$	32,810,000	\$	1,427,140	\$	115,821	\$	7,395	\$	600	\$	0.3530	
Block G1															
Commercial 2	3,322	\$	210.03 \$	697,715	\$	30,349	\$	2,463	\$	9.14	\$	0.74	\$	0.3530	
Block G2															
Commercial 2	9,478	\$	210.03 \$	1,990,650	\$	86,588	\$	7,027	\$	9.14	\$	0.74	\$	0.3530	
Block H1															
Commercial 2	9,000	\$	210.03 \$	1,890,256	\$	82,221	\$	6,673	\$	9.14	\$	0.74	\$	0.3530	
Block L1															
Commercial 2	30,175	\$	210.03 \$	6,337,609	\$	275,668	\$	22,372	\$	9.14	\$	0.74	\$	0.3530	
Block L2															
Commercial 2	20,000	\$	210.03 \$	4,200,569	\$	182,713	\$	14,828	\$	9.14	\$	0.74	\$	0.3530	
Block L3															
Commercial 2	66,600	\$	210.03 \$	13,987,895	\$	608,433	\$	49,378	\$	9.14	\$	0.74	\$	0.3530	
Improvement Area #3 Total					\$	130,007,999	\$	5,654,973	\$	458,937				\$	0.3530
Improvement Area #4 Block I															
Commercial 3	103,680	\$	138.20 \$	14,328,362	\$	623,242	\$	50,580	\$	6.01	\$	0.49	\$	0.3530	
Improvement Area #4 Total					\$	14,328,362	\$	623,242	\$	50,580				\$	0.3530
Improvement Area #5 Block J															
Commercial 3	218,792	\$	138.20 \$	30,236,603	\$	1,315,205	\$	106,737	\$	6.01	\$	0.49	\$	0.3530	
Improvement Area #5 Total					\$	30,236,603	\$	1,315,205	\$	106,737				\$	0.3530
Major Improvement Area Total					\$	193,346,155	\$	8,410,000	\$	682,525				\$	0.3530

Notes:

¹ Source: Original Owner. Commercial 1 Estimated Buildout Value equals a weighted average of inline retail, food retail within Improvement Area #1. Commercial 2 Estimated Buildout Value equals a weighted average of Inline Retail, Food Retail, Pad Retail, and Office within the Major Improvement Area. Commercial 3 Estimated Buildout Value equals a weighted average of Jr. Anchor Retail and Office Flex within the Major Improvement Improvement Area.

² Note units and square feet for each Block in the Major Improvement Area Remaining Parcel are estimates only and subject to be revised and the Major Improvement Area Assessment allocation subject to be adjusted upon final platting or site-planning of any Parcel therein.

³ Blocks considered Major Improvement Area Platted Property Includes Block C, Block D1, Block F, Block G1, Block K2(A), Block K2(C), Block L2, Block L3, Block I and Block J, and the Major Improvement Area Assessment allocable to such Blocks cannot increase. The Major Improvement Area Assessment allocable to the Major Improvement Area Remainder Parcel, which includes Block D2, Block E, Block G2, Block K2(B), Block K3 and Block L1, may increase or decrease upon submission of a site plan or plat for any such Block.

EXHIBIT K-3 – ANNUAL COLLECTION COSTS

Annual Collection Costs				
	Improvement Area #1	Major Improvement Area	Improvement Area #2-3	
P3Works Administration	\$ 45,073.36	\$ 32,956.64	\$ -	
City Auditor	1,444.10	1,055.90	-	
Filing Fees	577.64	422.36	-	
ASW Collection Contract	2,772.68	2,027.32	-	
Misc	577.64	422.36	-	
PID Trustee Fees	3,750.00	3,750.00	5,000.00	
Dissemination Agent	3,500.00	3,500.00	-	
Draw Request Review	-	-	12,000.00	
Past Due P3Works, LLC Invoices - IA#1	36,986.25	-	-	
Total	\$ 94,681.67	\$ 44,134.58	\$ 17,000.00	

EXHIBIT K-4 – IMPROVEMENT AREA #1 MANDATORY PREPAYMENT

Lot Type	Units		Buildout Value per Unit	Total Buildout Value			Special Benefit/Assessment Levied for Major Improvements ¹					Prepayment Calculation	
	Original Units	Updated Units		Original	Updated	Difference	Updated Allocation ²	Updated Special Benefit of Major Improvements ³	Updated Special Benefit per Unit ⁴	Difference	Prepayment ⁵	Total Assessment After Prepayment	Assessment per Unit After Prepayment
	(A)	(B)	(C)	(D) = (A) * (C)	(E) = (B) * (C)		(F)	(G)	(H) = (G) / (B)	(I)	(J) = (B) * (I)	(K) = (G) - (J)	(L) = (K) / (B)
Improvement Area #1													
Single Family	165	165	\$ 383,126	\$ 63,215,850	\$ 63,215,850	\$ -	47.78%	\$ 2,232,222.04	\$ 13,528.62	\$ 205.52	\$ 33,910.72	\$ 2,198,311.32	\$ 13,323.10
Townhomes	59	59	\$ 255,964	\$ 15,101,900	\$ 15,101,900	\$ -	11.41%	\$ 533,264.90	\$ 9,038.39			\$ 533,264.90	\$ 9,038.39
Multi-Family	300	300	\$ 170,000	\$ 51,000,000	\$ 51,000,000	\$ -	38.54%	\$ 1,800,866.77	\$ 6,002.89	\$ 91.19	\$ 27,357.80	\$ 1,773,508.97	\$ 5,911.70
Commercial 1	15,600	15,688	\$ 191.25	\$ 2,983,500	\$ 3,000,330	\$ 16,830	2.27%	\$ 105,944.99	\$ 6.75			\$ 105,944.99	\$ 6.75
Total Improvement Area #1				\$ 132,301,250	\$ 132,318,080	\$ 16,830	100.00%	\$ 4,672,298.71			\$ 61,268.52	\$ 4,611,030.19	
Improvement Areas #2-5/Future Improvement Area/Major Improvement Area													
Single Family	0	49	\$ 383,126	\$ -	\$ 18,773,192	\$ 18,773,192	9.71%	\$ 652,831.85	\$ 13,323.10			\$ 652,831.85	\$ 13,323.10
Townhomes	25	0	\$ 265,302	\$ 6,632,549	\$ -	\$ (6,632,549)	0.00%	\$ -	N/A			\$ -	N/A
Multi-Family	489	490	\$ 170,000	\$ 83,130,000	\$ 83,300,000	\$ 170,000	43.08%	\$ 2,896,731.33	\$ 5,911.70			\$ 2,896,731.33	\$ 5,911.70
Commercial 2	262,500	206,597	\$ 210.03	\$ 55,132,469	\$ 43,391,248	\$ (11,741,221)	22.44%	\$ 1,508,917.03	\$ 7.30			\$ 1,508,917.03	\$ 7.30
Commercial 3	340,000	346,472	\$ 138.20	\$ 46,987,298	\$ 47,881,715	\$ 894,417	24.76%	\$ 1,665,071.60	\$ 4.81			\$ 1,665,071.60	\$ 4.81
Total				\$ 191,882,316	\$ 193,346,155	\$ 1,463,839	100.00%	\$ 6,723,551.80				\$ 6,723,551.80	
Total PID				\$ 324,183,566	\$ 325,664,235			\$ 11,395,851				\$ 11,334,582	

Notes:

¹ Original Major Improvement Area Assessments and Improvement Area #1 Assessments were sized to cover all costs down to the dollar, so the special benefit received from each Parcel for the Major Improvements is equal to the Assessment levied on each Parcel to cover the costs of Major Improvements.

² Updated Allocation for each Lot Type equals the updated total Estimated Buildout Value of each Lot Type divided by the updated total Estimated Buildout Value for the respective improvement area (column (E)).

³ \$4,672,298.71 and \$6,723,551.80 hardcoded based on information in Exhibit B of the Service and Assessment Plan.

⁴ The goal of the Prepayment is to make the red numbers match - to make the same Lot Types in Improvement Area #1 and the Major Improvement Area have the same Assessment for Major Improvements.

⁵ Improvement Area #1 Mandatory Prepayment is being resolved through a reduction in the Improvement Area #1 Reimbursement Obligation amount.

EXHIBIT K-5 – MAJOR IMPROVEMENT AREA AND IMPROVEMENT AREA #3 MAXIMUM ASSESSMENT PER NET ACRE

Major Improvement Area Net Acres & Improvement Area #3 Net Acres					
Block	Net Acres ¹	Platted/Site Planned	Acreage per Plat/Site Plan ²	Major Improvement Area Assessment Allocated	Improvement Area #3 Assessment Allocated
Block C	10.020	Yes	9.177	\$ 816,579.69	N/A
Block D					
Block D1		Yes	8.105	\$ 2,196,169.35	\$ 1,471,501.46
Block D2		No	N/A		
Block D Total	10.440				
Block E	9.040	No	N/A		
Block F	6.200	Yes	5.81	\$ 1,427,140.35	\$ 1,947,579.39
Block G					
Block G1		Yes	0.75	\$ 30,348.57	\$ 41,415.86
Block G2		No	N/A		
Block G Total	4.690				
Block H1	3.620	No	N/A		
Block I	8.750	Yes	8.75	\$ 623,242.41	N/A
Block J	11.270	Yes	12.043	\$ 1,315,204.99	N/A
Block K2(A)	2.906	Yes	3.17	\$ 166,012.70	\$ 226,552.99
Block K2(B)	2.104	No	N/A		
Block K2(C)	2.110	Yes	2.06	\$ 55,270.57	\$ 75,426.24
Block K3	1.250	No	N/A		
Block L					
Block L1		No	N/A		
Block L2		Yes	1.601	\$ 182,712.64	\$ 249,342.94
Block L3		Yes	4.253	\$ 608,433.08	\$ 830,311.98
Block L Total	12.690				
MIA Total	85.090		55.719	\$ 7,421,114.35	
IA#3 Total	55.050		25.749		\$ 4,842,130.86

Major Improvement Area Maximum Assessment per Net Acre per Original SAP ³	\$ 98,836.53
MIA Assessment Unallocated	\$ 988,885.65
MIA Remainder Parcel Acreage	29.371
Current Major Improvement Area Assessment per Net Acre for Remainder Parcel	\$ 33,668.78

Improvement Area #3 Maximum Assessment per Net Acre	\$ 46,056.63
IA#3 Assessment Unallocated	\$ 1,349,505.19
IA#3 Remainder Parcel Acreage	29.301
Current Improvement Area #3 Assessment per Net Acre for Remainder Parcel	\$ 46,056.63

Notes:

¹ Per Service and Assessment Plan, Major Improvement Area Maximum Assessment per Net Acre calculation cannot change.

² Acreages per site plans or plats provided by developer. Acreages may not match District maps due to right-of-way inclusion or exclusion, etc. See **Exhibit A-2** for location of Improvement Area #3.

³ Note, original Major Improvement Area Maximum Assessment per Net Acre in 2020 Service and Assessment Plan was \$100,364.32. New figure of \$98,836.53 takes into account principal reduction of Major Improvement Area Assessment of \$130,000 from Major Improvement Area Annual Installment due 1/31/2022.

EXHIBIT L – TIRZ NO. 2 ANNUAL CREDIT AMOUNT BY LOT TYPE

				Pre-TIRZ ⁵			TIRZ Credit					
Lot Type ¹	Units/S quare Feet ¹	Estimated Buildout Value Per Unit/Square Foot ¹	Total Estimated Buildout Value	Projected Maximum Assessment Per Unit/SqFt	Average Annual Installment Per Unit/SqFt	Equivalent Tax Rate	TIRZ No. 2 Max Annual Credit Amount ⁴	TIRZ No. 2 Annual Credit Amount Applied Per Unit/SqFt	Total Annual TIRZ No. 2 Credit	Net Annual Installment Per Unit/SqFt	Net Equivalent PID Tax Rate	Net Equivalent Total Tax Rate ²
Improvement Area #1												
Block A												
Single Family	165	\$ 383,126	\$ 63,215,850	\$ 32,394.80	\$ 2,450.19	\$ 0.6395	\$ (685.57)	\$ (470.72)	\$ (77,668.69)	\$ 1,979.47	\$ 0.5167	\$ 3.1500
Townhomes	59	255,964	15,101,900	\$ 21,642.77	\$ 1,636.96	\$ 0.6395	\$ (458.03)	\$ (314.48)	\$ (18,554.60)	\$ 1,322.47	\$ 0.5167	\$ 3.1500
Block B												
Multi-family	300	\$ 170,000	\$ 51,000,000	\$ 14,374.15	\$ 1,087.19	\$ 0.6395	\$ (304.20)	\$ (208.87)	\$ (62,659.97)	\$ 878.33	\$ 0.5167	\$ 3.1500
Block K1												
Commercial 1	15,688	\$ 191.25	\$ 3,000,330	\$ 16.17	\$ 1.22	\$ 0.6395	\$ (0.34)	\$ (0.23)	\$ (3,686.29)	\$ 0.99	\$ 0.5167	\$ 3.1500
Improvement Area #1 Total			\$ 132,318,080				\$ (162,569.55)					
Major Improvement Area Platted Property/Future Improvement Area ³												
Improvement Area #2												
Block C												
Single Family	49	\$ 383,126	\$ 18,773,192	\$ 39,407.01	\$ 3,150.72	\$ 0.8224	\$ (1,242.63)	\$ (1,242.63)	\$ (60,888.85)	\$ 1,908.09	\$ 0.4980	\$ 3.1500
Improvement Area #2 Total			\$ 18,773,192				\$ (60,888.85)					
Improvement Area #3												
Block K2(A)												
Commercial 2	18,172	\$ 210.03	\$ 3,816,637	\$ 21.60	\$ 1.73	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (12,378.86)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block K2(B)												
Commercial 2	3,500	\$ 210.03	\$ 735,100	21.60	1.73	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (2,384.22)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block K2(C)												
Commercial 2	6,050	\$ 210.03	\$ 1,270,672	\$ 21.60	\$ 1.73	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (4,121.29)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block K3												
Commercial 2	2,500	\$ 210.03	\$ 525,071	21.60	1.73	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (1,703.01)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block D1												
Multi-family	297	\$ 170,000	\$ 50,490,000	\$ 12,349.06	\$ 991.8764	\$ 0.5835	\$ (145.22)	\$ (145.22)	\$ (43,130.89)	\$ 846.65	\$ 0.4980	\$ 3.1500
Block D2												
Commercial 2	3,300	\$ 210.03	\$ 693,094	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (2,247.98)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block E												
Commercial 2	34,500	\$ 210.03	\$ 7,245,982	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (23,501.57)	\$ 1.05	\$ 0.4980	\$ 3.1500
Commercial 3	24,000	\$ 138.20	\$ 3,316,750	\$ 14.21	\$ 1.1365	\$ 0.8224	\$ (0.45)	\$ (0.45)	\$ (10,757.53)	\$ 0.69	\$ 0.4980	\$ 3.1500
Block F												
Multi-family	193	\$ 170,000	\$ 32,810,000	\$ 17,485.59	\$ 1,398.0314	\$ 0.8224	\$ (551.38)	\$ (551.38)	\$ (106,415.74)	\$ 846.65	\$ 0.4980	\$ 3.1500
Block G1												
Commercial 2	3,322	\$ 210.03	\$ 697,715	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (2,262.96)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block G2												
Commercial 2	9,478	\$ 210.03	\$ 1,990,650	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (6,456.46)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block H1												
Commercial 2	9,000	\$ 210.03	\$ 1,890,256	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (6,130.84)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block L1												
Commercial 2	30,175	\$ 210.03	\$ 6,337,609	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (20,555.36)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block L2												
Commercial 2	20,000	\$ 210.03	\$ 4,200,569	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (13,624.10)	\$ 1.05	\$ 0.4980	\$ 3.1500
Block L3												
Commercial 2	66,600	\$ 210.03	\$ 13,987,895	\$ 21.60	\$ 1.7272	\$ 0.8224	\$ (0.68)	\$ (0.68)	\$ (45,368.25)	\$ 1.05	\$ 0.4980	\$ 3.1500
Improvement Area #3 Total			\$ 51,696,179				\$ (301,039.06)					
Improvement Area #4												
Block I												
Commercial 3	103,680	\$ 138.20	\$ 14,328,362	\$ 6.01	\$ 0.4878	\$ 0.3530	\$ -	\$ -	\$ -	\$ 0.49	\$ 0.3530	\$ 3.0050
Improvement Area #4 Total			\$ 14,328,362				\$ -					
Improvement Area #5												
Block J												
Commercial 3	218,792	\$ 138.20	\$ 30,236,603	\$ 6.01	\$ 0.4878	\$ 0.3530	\$ -	\$ -	\$ -	\$ 0.49	\$ 0.3530	\$ 3.0050
Improvement Area #5 Total			\$ 30,236,603				\$ -					
Major Improvement Area Total			\$ 115,034,335									

Notes:

¹Source: Original Owner

²Includes tax rates for tax year 2021 for all applicable taxing jurisdictions (City of Sachse - \$0.70073; Dallas County - \$0.22795; Garland ISD - \$1.25630; Dallas Community College - \$0.12351; Parkland Hospital - \$0.25500; O&M PID Annual Installment - \$0.078478 for the Major Improvement Area and \$0.059846 for Improvement Area #1, and Dallas County Schools - \$0.01000).

³Units/Square Feet for Blocks in the Major Improvement Area Remaining Parcel are estimates provided by the Owner, and may change in future Annual Service Plan Updates when such Blocks are platted/site-planned. The Major Improvement Area Assessment is allocated to the Blocks in the Major Improvement Area Remaining Parcel for the purposes of this exhibit and the calculation of the TIRZ Credit pro rata based on Estimated Buildout Value. The Major Improvement Area Assessment will be reallocated at such time the requirement in Section VI of this Amended and Restated Service and Assessment Plan are met. Major Improvement Area Remaining Parcel includes Block D2, Block E, Block G2, Block K2(B), Block K3 and Block L1.

⁴TIRZ No. 2 Maximum Annual Credit Amount for Improvement Area #1 established in 2020 Service and Assessment Plan.

⁵Includes all Assessments including the Major Improvement Area Assessment, the Improvement Area #1 Assessment, the Improvement Area #2 Assessment, and the Improvement Area #3 Assessment, as applicable. The TIRZ No. 2 Annual Credit Amount is applicable to the Improvement Area #1 Assessment, Improvement Area #2 Assessment, or the Improvement Area #3 Assessment.

EXHIBIT M – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
Renaissance Tower
1201 Elm Street
21st Floor, Ste 2100
Dallas, TX 75270

Re: City of Sachse Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Sachse is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Sachse
Attn: City Secretary
3815 Sachse Rd
Building B
Sachse, TX 75048

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

**[City Secretary Name]
3815 Sachse Rd
Building B
Sachse, TX 75048**

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 §
 §
COUNTY OF DALLAS § **KNOW ALL MEN BY THESE PRESENTS:**

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Sachse, Texas, a Texas home rule municipality (the "City").

RECITALS

WHEREAS, the governing body (hereinafter referred to as the “City Council”) of 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 of the City; and

WHEREAS, on January 22, 2019, the City Council of the City approved Resolution No. 3905 creating the Sachse Public Improvement District No. 1 (the “District”); and

WHEREAS, on December 2, 2019, the City Council of the City approved Resolution No. 3958 to add approximately 14.933 acres of land to the boundaries of the District; and

WHEREAS, the District consists of approximately 170.686 contiguous acres within the corporate limits of the City; and

WHEREAS, on October 26, 2020, the City Council, approved Ordinance No. 3998, (hereinafter referred to as the "2020 Assessment Ordinance") approving a service and assessment plan and assessment rolls for the real property located with the District, the 2020 Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Dallas County, TX; and

WHEREAS, on _____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "2022 Assessment Ordinance" and, together with the 2020 Assessment Ordinance,

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], City Manager, and [Name], City Secretary for the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT N-1 – DEBT SERVICE SCHEDULE FOR MAJOR IMPROVEMENT AREA BONDS¹

DEBT SERVICE REQUIREMENTS

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

Year Ending (September 30)	Principal	Interest	Total
2021	\$ -	\$ 398,364	\$ 398,364
2022	130,000	470,200	600,200
2023	140,000	463,213	603,213
2024	145,000	455,688	600,688
2025	155,000	447,894	602,894
2026	160,000	439,563	599,563
2027	170,000	430,963	600,963
2028	175,000	421,825	596,825
2029	185,000	412,419	597,419
2030	195,000	402,475	597,475
2031	205,000	391,994	596,994
2032	215,000	380,975	595,975
2033	230,000	369,419	599,419
2034	240,000	357,056	597,056
2035	250,000	344,156	594,156
2036	265,000	330,719	595,719
2037	280,000	316,475	596,475
2038	295,000	301,425	596,425
2039	310,000	285,569	595,569
2040	325,000	268,906	593,906
2041	345,000	251,438	596,438
2042	365,000	232,031	597,031
2043	385,000	211,500	596,500
2044	405,000	189,844	594,844
2045	430,000	167,063	597,063
2046	455,000	142,875	597,875
2047	480,000	117,281	597,281
2048	505,000	90,281	595,281
2049	535,000	61,875	596,875
2050	565,000	31,781	596,781
Total⁽¹⁾	<u>\$8,540,000</u>	<u>\$9,185,264</u>	<u>\$17,725,264</u>

⁽¹⁾ Totals may not add due to rounding.

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EXHIBIT N-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 INITIAL BONDS

DEBT SERVICE REQUIREMENTS

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

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 175,000	\$ 213,775	\$ 388,775
2022	140,000	247,950	387,950
2023	140,000	244,450	384,450
2024	145,000	240,950	385,950
2025	150,000	237,325	387,325
2026	150,000	233,575	383,575
2027	155,000	228,700	383,700
2028	160,000	223,663	383,663
2029	170,000	218,463	388,463
2030	175,000	212,938	387,938
2031	180,000	207,250	387,250
2032	185,000	200,500	385,500
2033	195,000	193,563	388,563
2034	200,000	186,250	386,250
2035	210,000	178,750	388,750
2036	215,000	170,875	385,875
2037	225,000	162,813	387,813
2038	235,000	154,375	389,375
2039	245,000	145,563	390,563
2040	250,000	136,375	386,375
2041	260,000	127,000	387,000
2042	275,000	116,600	391,600
2043	285,000	105,600	390,600
2044	295,000	94,200	389,200
2045	310,000	82,400	392,400
2046	320,000	70,000	390,000
2047	335,000	57,200	392,200
2048	350,000	43,800	393,800
2049	365,000	29,800	394,800
2050	380,000	15,200	395,200
Total⁽¹⁾	<u>\$6,875,000</u>	<u>\$4,779,900</u>	<u>\$11,654,900</u>

⁽¹⁾ Totals may not add due to rounding.

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**EXHIBIT N-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1
ADDITIONAL BONDS**

**EXHIBIT N-4 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREAS #2-3
BONDS**

EXHIBIT O-1 – DISTRICT BOUNDARY DESCRIPTION

METES AND BOUNDS DESCRIPTION OF THE PROPERTY 170.686 ACRES

LEGAL DESCRIPTION - Tract 1: 131.965 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, the McKinney and Williams Survey, Abstract No. 1000, and the Zach Motley survey, abstract No. 1009 also being a portion of a 78.13-acre tract of land and a 33.63 acre tract described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, all of a tract of land described by deed to Maurice McClain recorded in Volume 172, Page 96 of the Deed Records of Dallas County, Texas, all of a tract of land to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas, a portion of a tract of land described by deed to Maurice L. McClain recorded in Volume 8006, Page 1624 of the Deed Records of Dallas County, Texas, a portion of a tract of land described by deed to Donald K. McClain as recorded in Volume 73241, Page 1588 of the Deed Records of Dallas County, Texas, and a portion of a tract of land described by deed to the City of Sachse as recorded in Volume 94150, Page 6284 and Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 78.13-acre tract to Children's Medical Center Foundation, also lying on the west line of Merritt Road, a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for corner;

THENCE South 00 degrees 17 minutes 44 seconds East, a distance of 749.92 feet to a point for corner;

THENCE South 89 degrees 49 minutes 07 seconds West, a distance of 19.40 feet to a point for corner;

THENCE South 00 degrees 58 minutes 54 seconds East, a distance of 166.49 feet to a point for corner;

THENCE South 87 degrees 23 minutes 36 seconds West, a distance of 8.33 feet to a point for corner;

THENCE South 00 degrees 30 minutes 05 seconds East, a distance of 325.91 feet to a point for corner;

THENCE South 01 degrees 26 minutes 08 seconds East, a distance of 310.38 feet to a point for corner;

THENCE South 84 degrees 19 minutes 28 seconds West, a distance of 5.28 feet to a point for corner;

THENCE South 00 degrees 38 minutes 08 seconds East, a distance of 233.16 feet to a point for corner;

THENCE South 46 degrees 54 minutes 32 seconds West, a distance of 52.21 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7815.00 feet, a central angle of 08 degrees 03 minutes 10 seconds, an arc length of 1098.38 feet, a chord bearing of North 80 degrees 56 minutes 08 seconds West, a distance of 1097.48 feet point for corner;

THENCE North 85 degrees 45 minutes 34 seconds West, a distance of 59.41 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7813.20 feet, a central angle of 06 degrees 03 minutes 12

seconds, an arc length of 825.47 feet, a chord bearing of North 88 degrees 24 minutes 26 seconds West, a distance of 825.09 feet point for corner;

THENCE North 01 degrees 00 minutes 01 seconds West, a distance of 991.09 feet to a point for corner;

THENCE South 88 degrees 53 minutes 13 seconds West, a distance of 919.49 feet to a point for corner;

THENCE South 04 degrees 12 minutes 40 seconds East, a distance of 59.32 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 555.00 feet, a central angle of 17 degrees 05 minutes 04 seconds, an arc length of 165.49 feet, a chord bearing of South 51 degrees 33 minutes 33 seconds West, a distance of 164.88 feet point for corner;

THENCE South 43 degrees 01 minutes 02 seconds West, a distance of 87.64 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 755.00 feet, a central angle of 45 degrees 57 minutes 01 seconds, an arc length of 605.50 feet, a chord bearing of South 65 degrees 59 minutes 32 seconds West, a distance of 589.40 feet point for corner;

THENCE South 88 degrees 58 minutes 01 seconds West, a distance of 100.58 feet to a point for corner;

THENCE North 46 degrees 16 minutes 56 seconds West, a distance of 32.97 feet to a point for corner;

THENCE North 01 degrees 04 minutes 22 seconds West, a distance of 309.36 feet to a point for corner;

THENCE North 03 degrees 17 minutes 48 seconds East, a distance of 144.44 feet to a point for corner;

THENCE North 01 degrees 04 minutes 34 seconds West, a distance of 83.55 feet to a point for corner;

THENCE North 88 degrees 43 minutes 23 seconds East, a distance of 836.14 feet to a point for corner;

THENCE North 05 degrees 17 minutes 52 seconds West, a distance of 524.29 feet to a point for corner;

THENCE North 89 degrees 41 minutes 29 seconds East, a distance of 315.73 feet to a point for corner;

THENCE North 02 degrees 40 minutes 19 seconds West, a distance of 556.10 feet to a point for corner;

THENCE North 88 degrees 29 minutes 17 seconds East, a distance of 307.90 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 530.00 feet, a central angle of 17 degrees 56 minutes 09 seconds, an arc length of 165.91 feet, a chord bearing of North 79 degrees 31 minutes 12 seconds East, a distance of 165.23 feet point for corner;

THENCE North 70 degrees 32 minutes 53 seconds East, a distance of 347.25 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 538.50 feet, a central angle of 46 degrees 15 minutes 42 seconds, an arc length of 434.79 feet, a chord bearing of South 86 degrees 19 minutes 45 seconds East, a distance of 423.08 feet point for corner;

THENCE North 21 degrees 19 minutes 27 seconds East, a distance of 34.92 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 573.50 feet, a central angle of 15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet point for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of 18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet point for corner for the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of 20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet point for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, a distance of 110.00 feet to a point for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, a distance of 67.22 feet to a point for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, a distance of 173.94 feet to the **POINT OF BEGINNING**, containing 5,748,388 square Feet, or 131.965 acres of land.

LEGAL DESCRIPTION - Tract 2: 3.622 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "W.A.I." found for the northwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas, also lying on the southwest line of said 4.07-acre tract and the northeast line of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 326.23 feet to a 5/8 inch iron rod with cap stamped "TNP" set for most westerly corner of said 4.07-acre tract, also lying on the southeast line of Old Miles Road a variable width right-of-way;

THENCE North 36 degrees 49 minutes 36 seconds East, along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract, a distance of 564.86 feet to a 1/2 inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the left;

THENCE continuing along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract with said curve to the left having a radius of 585.85 feet, a central angle of 03 degrees 53 minutes 34 seconds, an arc length of 39.80 feet, a chord bearing of North 34 degrees 51 minutes 58 seconds East, a distance of 39.80 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the north corner of said 4.07-acre tract, also lying on the west line of Miles Road a variable width right-of-way;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of Miles Road, a distance of 708.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northeast corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE leaving the west line of said Miles Road along the northerly line of said right-of-way dedication the following courses and distances:

South 43 degrees 28 minutes 06 seconds West, a distance of 39.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 28 minutes 07 seconds West, a distance of 120.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the left;

with said curve to the left having a radius of 845.00 feet, a central angle of 01 degrees 36 minutes 24 seconds, an arc length of 23.69 feet, a chord bearing of South 87 degrees 39 minutes 54 seconds West, a distance of 23.69 feet to the **POINT OF BEGINNING** containing 157,785 Square Feet, or 3.622 Acres of land.

LEGAL DESCRIPTION - Tract 3: 0.153 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "HALFF" found for the southeast corner of said 4.07-acre tract, same being the northeast corner of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the west line of Miles Road a variable width right-of-way;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 165.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE North 88 degrees 28 minutes 07 seconds East, along the south line of said right-of-way dedication, a distance of 77.52 feet to a 5/8 inch iron rod with cap stamped "TNP" set for a corner clip of same;

THENCE South 46 degrees 31 minutes 54 seconds East, continuing along said right-of-way dedication, a distance of 37.26 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of the aforementioned Miles Road;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of said Miles Road, a distance of 2.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the right;

THENCE continuing along the east line of said Miles Road with said curve to the right having a radius of 1450.00 feet, a central angle of 04 degrees 05 minutes 05 seconds, an arc length of 103.38 feet, a chord bearing of South 01 degrees 06 minutes 22 seconds West, a distance of 103.35 feet to the **POINT OF BEGINNING**, containing 6,655 Square Feet, or 0.153 Acre.

LEGAL DESCRIPTION - Tract 4: 8.747 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of an 8.68-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "WAI" found for the northwest corner of said 8.68-acre tract also lying on the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE North 79 degrees 45 minutes 22 seconds East, along the south line of said President George Bush Turnpike, a distance of 218.91 feet to a 5/8 inch iron rod with cap stamped “TNP” set for the beginning of a non-tangent curve to the right;

THENCE continuing along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 02 degrees 19 minutes 19 seconds, an arc length of 302.51 feet, a chord bearing of North 80 degrees 55 minutes 01 seconds East, a distance of 302.49 feet to a 5/8 inch iron rod found for the northeast corner of said 8.68 acre tract, also lying on the westerly line of a tract of land described by deed to Batsu Enterprises recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said 8.68-acre tract and said Batsu Enterprises tract the following courses and distances:

South 05 degrees 29 minutes 08 seconds East, a distance of 202.09 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 33 minutes 14 seconds East, a distance of 196.48 feet to 5/8 inch iron rod with cap stamped “JBI” found for corner;

South 04 degrees 09 minutes 28 seconds East, a distance of 416.53 feet to a 5/8 inch iron rod with cap stamped “JBI” found for the southeast corner of said 8.68 acre tract and the southwest corner of said Batsu Enterprises tract, also lying on the north line of Pleasant Valley road, a variable width right-of-way;

THENCE South 89 degrees 50 minutes 57 seconds West, along the north line of said Pleasant Valley Road, a distance of 712.69 feet to a 5/8-inch iron rod with cap stamped “JBI” found for the southwest corner of said 8.68-acre tract;

THENCE North 05 degrees 17 minutes 07 seconds West, along the west line of said 8.68-acre tract, a distance of 277.26 feet to a 1/2-inch iron rod found for an angle point in same for corner;

THENCE North 04 degrees 55 minutes 13 seconds West, continuing along the west line of said 8.68-acre tract, a distance of 255.12 feet to the **POINT OF BEGINNING**, containing 381,007 Square Feet, or 8.747 Acres of land.

LEGAL DESCRIPTION - Tract 5: 11.266 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of a 11.27-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a T.X.D.O.T. aluminum cap stamped “2655” found for the northeast corner of said 11.27-acre tract also lying at the intersection of the west line of Pleasant Valley Road, a variable width right-of-way with the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE along the common line of said 11.27-acre tract and said Pleasant Valley Road the following courses and distances:

South 00 degrees 23 minutes 36 seconds East, a distance of 255.19 feet to a 5/8-inch iron rod with cap stamped “TNP” set for the beginning of a curve to the right;

with said curve to the right having a radius of 311.06 feet, a central angle of 76 degrees 44 minutes 04 seconds, an arc length of 416.59 feet, a chord bearing of South 37 degrees 58 minutes 24 seconds West, a distance of 386.15 feet to a 1/2-inch iron rod with cap stamped “HALFF” found for corner;

South 76 degrees 28 minutes 32 seconds West, a distance of 320.80 feet to 1/2-inch iron rod with cap stamped “HALFF” found for the beginning of a curve to the right;

with said curve to the right having a radius of 707.53 feet, a central angle of 13 degrees 35 minutes 53 seconds, an arc length of 167.92 feet, a chord bearing of South 83 degrees 01 minutes 55 seconds West, a distance of 167.53 feet 1/2-inch iron rod with cap stamped "HALFF" found for corner;

North 89 degrees 46 minutes 07 seconds West, a distance of 96.34 feet to 1/2-inch iron rod with cap stamped "JBI" found for the southwest corner of said 11.27-acre tract, also lying on the east line of a tract of land described by deed to the City of Sachse recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 31 seconds West, along the common line of said 11.27-acre tract and said City of Sachse tract, a distance of 678.28 feet to 1/2-inch iron rod with cap stamped "WAI" found for the northwest corner of said 11.27-acre tract, also lying on the south line of the aforementioned President George Bush Turnpike, also for the beginning of a non-tangent curve to the right;

THENCE along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 06 degrees 18 minutes 35 seconds, an arc length of 822.09 feet, a chord bearing of South 88 degrees 21 minutes 02 seconds East, a distance of 821.67 feet to the **POINT OF BEGINNING**, containing 490,729 Square Feet, or 11.266 Acres of land.

LEGAL DESCRIPTION - Tract 6: 14.933 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being all of a called 14.933 acres, described in a Special Warranty Deed to Sachse Medical Center, LLC, recorded in Instrument No. 201400065513 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 14.933 acre tract, said corner being in the west line of that tract of land described in a Special Warranty Deed to Batsu Enterprises, recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas, and in the north right-of-way line of President George Bush Turnpike, a 350 foot wide right-of-way, said corner also being at the beginning of a non-tangent curve to the left;

THENCE, along the south line of said 14.933 acre tract and the north right-of-way line of said President George Bush Turnpike, the following courses and distances:

Southwesterly, along said non-tangent curve to the left through a central angle of 02°26'08", having a radius of 7815.00 feet, a chord bearing of South 80°58'58" West, a chord distance of 332.18 feet and an arc length of 332.20 feet to a concrete monument with brass disk found for corner at the end of said curve;

South 79°45'54" West, a distance of 343.41 feet to the most southerly southwest corner of said 14.933 acre tract, said corner being in the northeast line of a called 51.724 acre tract of land described in a Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "WAI" found for witness bears North 73°54' East, 0.6 feet;

THENCE North 38°00'53" West, departing the north right-of-way line of said President George Bush Turnpike, and along the southwest line of said 14.933 acre tract and the northeast line of said 51.724 acre tract and the northeast line of Tract Two, called 0.5384 acre, as described in a General Warranty Deed to The Trull Foundation, recorded in Volume 96158, Page 6025 of the Deed Records of Dallas County, Texas, a distance of 435.20 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the most westerly southwest corner of said 14.933 acre tract, said corner being in the east right-of-way line of Miles Road, a 100 foot wide right-of-way at this point, and also being at the beginning of a non-tangent curve to the left;

THENCE, along the west line of said 14.933 acre tract and the east right-of-way line of said Miles Road, the following courses and distances:

Northeasterly, along said non-tangent curve to the left through a central angle of 08°21'44", having a radius of 1550.00 feet, a chord bearing of North 03°08'21" East, a chord distance of 226.02 feet and an arc length of 226.22 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the end of said curve;

North 01°02'31" West, a distance of 142.90 feet to the northwest corner of said 14.933 acre tract, common to the southwest corner of a called 8.709 acres, as described in a Special Warranty Deed, recorded in Instrument No. 201800267365 of the Official Public Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 41°40' East, 0.3 feet;

THENCE departing the east right-of-way line of said Miles Road, along the common line of said 14.933 acre tract and said 8.709 acre tract, the following courses and distances:

South 46°17'27" East, a distance of 32.97 feet to a 5/8 inch iron rod with red plastic stamped "TNP" found for corner;

North 88°57'30" East, a distance of 100.58 feet to the beginning of a tangent curve to the left, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 45°49' East, 0.2 feet;

Northeasterly, along said tangent curve to the left through a central angle of 45°57'00", having a radius of 755.00 feet, a chord bearing of North 65°59'01" East, a chord distance of 589.40 feet and an arc length of 605.49 feet to the end of said curve, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 69°15' East, 0.3 feet;

North 43°00'31" East, a distance of 87.64 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 68°18' East, 0.3 feet;

Northeasterly, along said tangent curve to the right through a central angle of 16°00'32", having a radius of 555.00 feet, a chord bearing of North 51°00'47" East, a chord distance of 154.57 feet and an arc length of 155.07 feet to a 5/8 inch iron rod with red plastic stamped "KHA" set for the northeast corner of said 14.933 acre tract at the end of said curve, said point being in the west line of aforesaid Batsu Enterprises tract, from which a 1/2 inch iron rod found for the most northerly northwest corner of said Batsu Enterprises tract and the most westerly southwest corner of a called 26.04 acre tract of land described in a Special Warranty Deed to the City of Sachse, recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas, bears North 05°00'48" West a distance of 63.83 feet;

THENCE, along the east line of said 14.933 acre tract and the west line of said Batsu Enterprises tract, the following courses and distances:

South 05°00'48" East, a distance of 550.69 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears South 58°28' East, 0.5 feet;

South 04°26'52" East, a distance of 431.33 feet to the POINT OF BEGINNING and containing 14.933 acres (650,474 square feet) of land, more or less.

EXHIBIT O-2 – MAJOR IMPROVEMENT AREA BOUNDARY DESCRIPTION

METES AND BOUNDS DESCRIPTION OF MAJOR IMPROVEMENT AREA 122.299 ACRES

Being approximately 170.686 acres of land within the District as more particularly described in **Exhibit Q-1**; SAVE AND EXCEPT the approximately 48.387-acre tract of land comprising Improvement Area #1 as more particularly described in **Exhibit Q-3**.

EXHIBIT O-3 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION

METES AND BOUNDS DISCRIPTION OF IMPROVEMENT AREA #1 48.387 ACRES

IMPROVEMENT AREA #1 TRACT (1)

BEING a tract a 35.780 acre tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 78.13-acre tract of land called Tract (A) described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of a tract of land described by deed to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE through the interior of said Tract (A) the following courses and distances:

South 89 degrees 22 minutes 53 seconds West, a distance of 146.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 00 degrees 37 minutes 07 seconds West, a distance of 243.38 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 82 degrees 21 minutes 44 seconds West, a distance of 69.96 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 82 degrees 04 minutes 22 seconds West, a distance of 326.14 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 974.00 feet, a central angle of 07 degrees 30 minutes 44 seconds, an arc length of 127.70 feet, a chord bearing of North 85 degrees 49 minutes 43 seconds West, a distance of 127.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 89 degrees 35 minutes 05 seconds West, a distance of 136.11 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 00 degrees 03 minutes 11 seconds East, a distance of 70.82 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 776.00 feet, a central angle of 18 degrees 20 minutes 42 seconds, an arc length of 248.46 feet, a chord bearing of North 09 degrees 13 minutes 32 seconds East, a distance of 247.40 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 18 degrees 23 minutes 53 seconds East, a distance of 237.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 36 minutes 07 seconds West, a distance of 392.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 52.00 feet, a central angle of 203 degrees 25 minutes 03 seconds, an arc length of 184.62 feet, a chord bearing of North 59 degrees 53 minutes 35 seconds West, a distance of 101.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 65 degrees 53 minutes 58 seconds West, a distance of 73.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of said Tract (A) and the east line of a tract of land described by deed to the City of Sachse recorded in Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said Tract (A) and said City of Sachse tract the following courses and distances;

North 05 degrees 13 minutes 42 seconds East, a distance of 108.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 07 degrees 29 minutes 41 seconds East, a distance of 257.79 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 21 degrees 10 minutes 21 seconds East, a distance of 228.89 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner for the northwest corner of said Tract (A) also lying on the southerly line of Hudson Drive a variable width right-of-way, also for the beginning of a curve to the right;

THENCE along the north line of said Tract (A) and the southerly line of said Hudson Drive, with said curve to the right having a radius of 573.50 feet, a central angle of 15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of 18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of 20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet to a PK Nail found for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 110.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 67.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 173.94 feet to a 1/2 inch iron rod found for the northeast corner of said Tract (A), also lying on the west line of Merritt Road a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West along the west line of said Merritt Road, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for an angle point in same;

THENCE South 00 degrees 17 minutes 44 seconds East, continuing along the west line of said Merritt Road, a distance of 914.60 feet to a 5/8-inch iron rod with cap stamped "WAI" found for corner;

THENCE South 87 degrees 03 minutes 13 seconds West, leaving the west line of said Merritt Road, a distance of 177.54 feet to a 1/2-inch iron rod found for the northeast corner of said City of Sachse tract recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE South 89 degrees 05 minutes 27 seconds West, along the north line of last mentioned City of Sachse tract, a distance of 228.63 feet to the POINT OF BEGINNING containing 1,558,598 square feet, or 35.780 acres of land.

IMPROVEMENT AREA #1 TRACT (2)

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being a portion of a called 76.043-acre tract of land described as Tract 1 in Special Warranty Deed to PMB Station Land, LP, recorded in Instrument No. 201800267365, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430", found for the northwest corner of a tract of land described in Special Warranty Deed to the City of Sachse, Texas, recorded in Instrument No. 201700347810, Official Public Records, Dallas County, Texas, same being an inner ell corner of said 76.043-acre tract of land described as Tract 1;

THENCE South 0°15'35" East, along the westerly line of said City of Sachse tract and an easterly line of said 76.043-acre tract of land described as Tract 1, a distance of 360.71 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner, from said corner, a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430" found for the southwest corner of said City of Frisco tract bears South 00°15'35" East, 20.45 feet;

THENCE South 89°25'20" West, departing the westerly line of said City of Sachse tract, the easterly line of said 76.043-acre tract of land described as Tract 1, crossing said Tract 1, a distance of 740.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°15'50" West, continuing across said Tract 1, a distance of 14.06 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 0°02'59" East, continuing across said Tract 1, a distance of 654.21 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°13'57" East, continuing across said Tract 1, a distance of 14.10 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 89°35'05" East, continuing across said Tract 1, a distance of 70.12 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner at the beginning of a tangent curve to the right having a central angle of 7°30'44", a radius of 974.00 feet, a chord bearing and distance of South 85°49'43" East, 127.61 feet;

THENCE in a southeasterly direction, continuing across said Tract 1, with said curve to the right, an arc distance of 127.70 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°04'22" East, continuing across said Tract 1, a distance of 326.14 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°21'44" East, continuing across said Tract 1, a distance of 69.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 0°37'07" East, continuing across said Tract 1, a distance of 243.39 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 89°22'53" East, continuing across said Tract 1, a distance of 146.33 feet to the POINT OF BEGINNING and containing 10.144 acres (441,887 square feet) of land, more or less.

IMPROVEMENT AREA #1 TRACT (3)

BEGINNING at a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for the southeast corner of Street "A" as dedicated in Pleasant Valley Road and Street A, an addition to the City of Sachse, Texas, according to the Final Plat, recorded in Instrument No. _____ Official Public Records, Dallas County, Texas, same also being on the southerly line of said 3.022-acre tract and the northerly right of way line of President George Bush Turnpike, a 350' wide right of way;

THENCE North 42°29'16" West, departing the southerly line of said 3.022-acre tract, the northerly right of way line of said President George Bush Turnpike, and along the easterly line of said Street "A", a distance of 29.47 feet to a point for corner;

THENCE North 0°02'59" East, continuing along the easterly line of said Street "A", a distance of 238.88 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE North 44°44'10" East, along the easterly line of said Street "A", a distance of 14.22 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner the intersection of the easterly right of way line of said Street "A" with the southerly right of way line of Pleasant Valley Road, an 84' wide right of way, as dedicated in said Pleasant Valley Road and Street A;

THENCE North 89°25'20" East, along the southerly right of way line of said Pleasant Valley Road, a distance of 349.63 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 44°25'20" West, departing the southerly right of way line of said Pleasant Valley Road and crossing said 3.022-acre tract, a distance of 14.14 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 0°34'40" East, continuing across said 3.022-acre tract, a distance of 18.44 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 19°50'56", a radius of 229.00 feet, a chord bearing and distance of South 10°30'08" East, 78.94 feet;

THENCE in a southeasterly direction, continuing across said 3.022-acre tract, with said curve to the left, an arc distance of 79.33 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 19°50'56", a radius of 271.00 feet, a chord bearing and distance of South 10°30'08" East, 93.41 feet;

THENCE in a southeasterly direction, continuing across said 3.022-acre tract, with said curve to the right, an arc distance of 93.88 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 0°34'40" East, continuing across said 3.022-acre tract, a distance of 96.85 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 41°23'23" East, continuing across said 3.022-acre tract, a distance of 30.27 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner on the southerly line of said 3.022-acre tract and the northerly right of way line of aforesaid President George Bush Turnpike, and being at the beginning of a non-tangent curve to the left having a central angle of 2°49'24", a radius of 7815.00 feet, a chord bearing and distance of North 83°32'24" West, 385.06 feet;

THENCE in a northwesterly direction, along the southerly line of said 3.022-acre tract and the northerly right of way line of said President George Bush Turnpike, and with said curve to the left, an arc distance of 385.09 feet to the POINT OF BEGINNING and containing 2.463 acres (107,308 square feet) of land, more or less.

EXHIBIT O-4 –IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION

Sachse PID – Improvement Area #2
7.779 Acres

LEGAL DESCRIPTION – TRACT 1

BEING a tract of land located in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas, part of the remainder from a called 76.043 acre Tract 1 described in the deed to PMB Station Developer LLC recorded in Instrument No. 201900240016 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found in a southeast line of a called 10.615 acre tract described in the deed to City of Sachse recorded in Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), a northwest line of said Tract 1, for the southwest corner of Lot CA-1, Block A of The Station Phase 1, an addition to the City of Sachse as shown on the plat recorded in Instrument No. 202000203770 O.P.R.D.C.T., and the northwest corner hereof;

THENCE South 84°46'18" East, with the south line of said Lot CA-1, a distance of 58.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found in the westerly right-of-way line of Parkside Trail, a 50-foot wide right-of-way as shown on the plat of said The Station Phase 1, at the beginning of a non-tangent curve to the left having a central angle of 166°53'28", a radius of 50.00 feet, a chord bearing and distance of South 69°05'56" East, 99.35 feet;

THENCE with the southerly right-of-way lines of said Parkside Trail the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 145.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner,

North 63°54'16" East, a distance of 14.82 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found,

South 74°00'13" East, a distance of 125.76 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found,

South 71°42'04" East, a distance of 233.50 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the northerly end of a corner clip at the intersection of the southerly right-of-way line of said Parkside Trail with the easterly right-of-way line of The Commons Parkway, a 50-foot wide right-of-way as shown on the plat of said The Station Phase 1;

THENCE South 26°42'04" East, along said corner clip, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the southerly end of said corner clip;

THENCE with the westerly right-of-way lines of said The Commons Parkway, the following courses and distances:

South 18°17'56" West, a distance of 184.19 feet to a 5/8-inch iron rod with plastic cap stamped

"KHA" found at the beginning of a tangent curve to the left having a central angle of $18^{\circ}14'57''$, a radius of 780.00 feet, a chord bearing and distance of South $9^{\circ}10'28''$ West, 247.39 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 248.44 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found,

South $0^{\circ}02'59''$ West, a distance of 16.33 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the easterly southeast corner hereof;

THENCE departing the westerly right-of-way line of said The Commons Parkway, over and across said Tract 1, the following courses and distances:

South $45^{\circ}02'59''$ West, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set,

North $89^{\circ}57'01''$ West, a distance of 452.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 61.50 feet, a central angle of $52^{\circ}12'30''$, and a chord bearing and distance of South $63^{\circ}56'44''$ West, 54.12 feet;

In a southwesterly direction, with said tangent curve to the left, an arc distance of 56.04 feet to a point for corner;

North $57^{\circ}05'57''$ West, a distance of 90.89 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set,

North $64^{\circ}15'38''$ West, a distance of 124.59 feet to point for an angle corner of said 10.615 acre tract and an angle corner of said Tract 1; a 1/2-inch iron rod with cap (illegible) found for reference bears South $14^{\circ}14'45''$ East 0.30 feet from said point for corner;

THENCE with the southeast lines of said 10.615 acre tract and northwest lines of said Tract 1, the following courses and distances:

North $20^{\circ}41'28''$ East, a distance of 220.44 feet to a point for corner; a 1/2-inch iron rod with cap marked "HAT" found for reference bears South $11^{\circ}52'33''$ West 0.26 feet from said point for corner;

North $36^{\circ}49'51''$ East, a distance of 336.02 feet to a point for corner; a 5/8-inch iron rod with cap marked "TNP" bears South $25^{\circ}13'58''$ East 0.33 feet from said point for corner;

North $5^{\circ}13'42''$ East, a distance of 45.21 feet to the POINT OF BEGINNING and containing 7.779 acres (338,837 square feet) of land, more or less.

EXHIBIT O-5 – IMPROVEMENT AREA #3 BOUNDARY DESCRIPTION

Sachse PID – Improvement Area #3
7.421 Acres

LEGAL DESCRIPTION – TRACT 1

BEING a tract of land situated in the Zach Motley Survey, Abstract No. 1009 and the Samuel Compton Survey, Abstract No. 368, City of Sachse, Dallas County, Texas, part of a called 3.022-acre Tract 7 and part of a called 2.906 acre Tract 8, described in the General Warranty Deed to PMB Station Developer LLC, recorded in Instrument No. 201900240016 of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found at the northerly end of a corner clip at the intersection of the southerly right-of-way line of The Station Boulevard, a variable width right-of-way, and the easterly right-of-way line of Kennedy Drive, a 50-foot wide right-of-way, in the north line of said Tract 7, for the northerly northwest corner hereof;

THENCE North 89°25'20" East, with the southerly right-of-way line of The Station Boulevard, the north line of said Tract 7 and the north line of said Tract 8, a distance of 420.90 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner hereof;

THENCE departing the southerly right-of-way line of The Station Boulevard, over and across said Tract 8, the following courses and distances:

South 44°44'10" West, a distance of 14.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set,

South 00°02'59" West, a distance of 351.18 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set,

South 39°38'33" East, a distance of 31.32 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the northerly right-of-way line of President George Bush Turnpike, a 350-foot wide right-of-way, in the south line of said Tract 8, at the beginning of a non-tangent curve to the left with a radius of 7,815.00 feet, a central angle of 02°52'55", and a chord bearing and distance of North 80°41'15" West, 393.03 feet;

THENCE in a northwesterly direction, with the northerly right-of-way line of said President George Bush Turnpike, the south line of said Tract 8 and the south line of said Tract 7, with said non-tangent curve to the left, an arc distance of 393.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the southerly end of a corner clip at the intersection of the northerly right-of-way line of said President George Bush Turnpike and the easterly right-of-way line of said Kennedy Drive, for the southerly southwest corner hereof;

THENCE North 41°23'23" West, along said corner clip, a distance of 30.27 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the northerly southwest corner hereof;

THENCE with the easterly right-of-way line of said Kennedy Drive, the following courses and distances:

North 00°34'40" West, a distance of 96.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 271.00 feet, a central angle of 19°50'56", and a chord bearing and distance of North 10°30'08" West, 93.41 feet,

In a northwesterly direction, with said tangent curve to the left, an arc distance of 93.88 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 229.00 feet, a central angle of 19°50'56", and a chord bearing and distance of North 10°30'08" West, 78.94 feet,

In a northwesterly direction, with said reverse curve to the right, an arc distance of 79.33 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found,

North 00°34'40" West, a distance of 18.44 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the southerly end of a corner clip at the intersection of the easterly right-of-way line of said Kennedy Drive and the southerly right-of-way line of The Station Boulevard, for the southerly northwest corner hereof;

THENCE North 44°25'20" East, along said corner clip, a distance of 14.14 feet to the POINT OF BEGINNING and containing or 3.174 acres (138,243 square feet) of land, more or less.

LEGAL DESCRIPTION – TRACT 2

BEING a tract of land situated in the ZACH MOTLEY SURVEY, ABSTRACT NO. 1009, City of Sachse, Dallas County, Texas and being a portion of a tract of land as described in deed to Maurice L. McClain, recorded in Volume 172, Page 96, Deed Records, Dallas County, Texas (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner at the northeast end of a corner clip at the intersection of the west right-of-way line of Merritt Road (variable width right-of-way) and the north right-of-way line of Pleasant Valley Road (variable width right-of-way, at this point);

THENCE South 36 deg 54 min 43 sec West, along said corner clip, a distance of 45.33 feet to a 1/2-inch iron rod with plastic cap stamped "PACHECO" found for corner at the southwest end of said corner clip, said iron rod being situated in said north right-of-way line and being the beginning of a non-tangent curve to the right having a radius of 3,454.00 feet, a central angle of 02 deg 02 min 15 sec, a chord bearing of South 85 deg 36 min 08 sec West and a chord length of 122.82 feet;

THENCE along said north right-of-way line and said non-tangent curve to the right, an arc distance of 122.83 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE North 00 deg 15 min 34 sec West, departing the north right-of-way line of said Pleasant Valley Road, a distance of 364.30 feet to a 3/8-inch iron rod found for corner;

THENCE North 86 deg 49 min 47 sec East, a distance of 151.77 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" found for corner, said iron rod being situated in the west right-of-way line of said Merritt Road;

THENCE South 00 deg 02 min 08 sec West, along said west right-of-way line, a distance of 327.03 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1.245 acres or 54,216 square feet of land, more or less.

LEGAL DESCRIPTION – TRACT 3

BEING a tract of land situated in the SAMUEL COMPTON SURVEY, ABSTRACT NO. 368, City of Sachse, Dallas County, Texas and being a portion of a tract of land as described in deed to Stan McClain, recorded in Volume 2005117, Page 8527, Deed Records, Dallas County, Texas (D.R.D.C.T.) and a portion of a tract of land as described in deed to Stan McClain and Laura McClain, recorded in Document No. 201500028951, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PACHECO" found for corner at the northwest end of a corner clip at the intersection of the west right-of-way line of Merritt Road (variable width right-of-way) and the south right-of-way line of Pleasant Valley Road (variable width right-of-way, at this point);

THENCE South 47 deg 40 min 11 sec East, along said corner clip, a distance of 16.95 feet to a 1/2-inch iron rod with plastic cap stamped "PACHECO" found for corner at the southeast end of said corner clip, said iron rod being situated in said west right-of-way line;

THENCE along the west right-of-way line of said Merritt Road, the following:

South 01 deg 06 min 55 sec East, a distance of 173.31 feet to a 1/2-inch iron rod found for corner;

South 89 deg 11 min 04 sec West, a distance of 3.72 feet to a NTTA (North Texas Transit Authority) aluminum monument found for corner;

South 00 deg 48 min 56 sec East, a distance of 233.48 feet to a 5/8-inch iron rod found for corner at the northeast end of a corner clip at the intersection of the west right-of-way line of said Merritt Road and the northerly right-of-way line of President George Bush Turnpike (variable width right-of-way);

THENCE South 46 deg 54 min 01 sec West, along said corner clip, a distance of 52.06 feet to a TXDOT (Texas Department of Transportation) Brass Monument found for corner at the southwest end of said corner clip, said Brass Monument also situated in the northerly right-of-way line of said President George Bush Turnpike and being the beginning of a non-tangent curve

to the left having a radius of 7,815.00 feet, a central angle of 02 deg 02 min 41 sec, a chord bearing of North 77 deg 56 min 23 sec West and a chord length of 278.90 feet;

THENCE along said northerly right-of-way line and said non-tangent curve to the left, an arc distance of 278.91 feet to a 5/8-inch iron rod found for corner;

THENCE North 00 deg 29 min 42 sec West, departing said northerly right-of-way line, a distance of 399.57 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" found for corner, said iron rod being situated in the south right-of-way line of said Pleasant Valley Road (60' right-of-way, at this point);

THENCE North 89 deg 24 min 45 sec East, along said south right-of-way line, a distance of 14.47 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE South 00 deg 08 min 33 sec West, continuing along said south right-of-way line, a distance of 18.81 feet to a 1/2-inch iron rod with plastic cap stamped "PACHECO" found for corner, said iron rod being the beginning of a non-tangent curve to the left having a radius of 3,545.00 feet, a central angle of 01 deg 09 min 16 sec, a chord bearing of North 88 deg 46 min 59 sec East and a chord length of 71.43 feet;

THENCE continuing along said south right-of-way line and along said non-tangent curve to the left, an arc distance of 71.43 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the west line of a tract of land as described in deed to Earlene Jones Drain, recorded in County Clerk's File No. 201500080747, O.P.R.D.C.T.;

THENCE South 00 deg 42 min 54 sec East, departing the south right-of-way line of said Pleasant Valley Road and along the west line of said Earlene Jones Drain tract, a distance of 120.34 feet to a 5/8-inch iron pipe found for corner, said iron pipe being the southwest corner of said Earlene Jones Drain tract;

THENCE North 89 deg 18 min 06 sec East, departing the west line and along the south line of said Earlene Jones Drain tract, a distance of 144.00 feet to an axle found for corner, said axle being the southeast corner of said Earlene Jones Drain tract;

THENCE North 00 deg 42 min 54 sec West, departing the south line and along the east line of said Earlene Jones Drain tract, a distance of 126.03 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the south right-of-way line of said Pleasant Valley Road (variable width right-of-way, at this point), and being the beginning of a non-tangent curve to the left having a radius of 3,545.00 feet, a central angle of 01 deg 07 min 05 sec, a chord bearing of North 85 deg 19 min 02 sec East and a chord length of 69.17 feet;

THENCE along said south right-of-way line and along said non-tangent curve to the left, an arc distance of 69.17 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 2.569 acres or 111,889 square feet of land, more or less.

LEGAL DESCRIPTION – TRACT 4

Being a 0.406 acre tract of land situated in the Zach Motley Survey, Abstract Number 1009, Dallas County, Texas, and being all of a tract of land to Earlene Jones Drain as recorded in Instrument Number 201500080747 of the Official Public Records of Dallas County, Texas and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "W.A.I. 5714" found lying on the south line of Pleasant Valley Road, (a variable width R.O.W.) for the northeast corner of said Drain tract;

THENCE South 00 degrees 42 minutes 54 seconds East departing the south line of said Pleasant Valley Road and along the east line of said Drain tract, a distance of 126.03 feet to an Axle found for the occupied southeast corner of said Drain tract;

THENCE South 89 degrees 18 minutes 06 seconds West along the south line of said Drain tract, a distance of 144.00 feet to a 5/8 inch iron pipe found for the occupied southwest corner of said Drain tract;

THENCE North 00 degrees 42 minutes 54 seconds West along the west line of said drain tract, a distance of 120.34 feet to a 1/2 inch iron rod with cap stamped "W.A.I. 5714" found for the northwest corner of said drain tract lying on the south line of said Pleasant Valley road and at the beginning of a curve to the left;

THENCE with said curve to the left along the south line of said Pleasant Valley Road, having a radius of 3545.00 feet, a central angle of 02 degrees 19 minutes 46 seconds, an arc length of 144.12 feet, a chord bearing of North 87 degrees 02 minutes 28 seconds East, a distance of 144.11 feet to the POINT OF BEGINNING containing 17,669 square feet, or 0.406 of an acre of land.

22.340 Acres

LEGAL DESCRIPTION – TRACT 1

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 78.13-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a T.X.D.O.T. aluminum monument stamped “2662” found for the southeast corner of said 78.13-acre tract also lying at the intersection of the west line of Pleasant Valley Road, a variable width right-of-way with the north line of President George Bush Turnpike, a called 350.00 feet wide right-of-way, also for the beginning of a non-tangent curve to the left;

THENCE along the south line of said 78.13 acre tract and the north line of said President George Bush turnpike with said curve to the left having a radius of 7813.20 feet, a central angle of 06 degrees 03 minutes 12 seconds, an arc length of 825.47 feet, a chord bearing of North 88 degrees 24 minutes 26 seconds West, a distance of 825.09 feet to a 5/8-inch iron rod with cap stamped “TNP” set for the southwest corner of said 78.13 acre tract also lying on the east line of a tract of land described by deed to the City of Sachse recorded in Volume 94150, page 6284 of the Deed Records of Dallas County, Texas;

THENCE North 01 degrees 00 minutes 01 seconds West, along the common line of said 78.13-acre tract and said City of Sachse tract, a distance of 1038.64 feet to a 1/2-inch iron rod with cap stamped “NDM” found for the southwest corner of a tract of land described by deed to the City of Sachse recorded in Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said 78.13-acre tract and last mentioned City of Sachse tract the following courses and distances:

North 89 degrees 22 minutes 43 seconds East, a distance of 76.91 feet to a 1/2-inch iron rod with cap stamped “NDM” found for corner;

North 26 degrees 33 minutes 56 seconds East, a distance of 113.49 feet to a 1/2-inch iron rod with cap stamped “NDM” found for corner;

North 20 degrees 41 minutes 28 seconds East, a distance of 220.44 feet to a 1/2-inch iron rod with cap stamped “HAT” found for corner;

North 36 degrees 49 minutes 51 seconds East, a distance of 336.02 feet to a 5/8-inch iron rod with cap stamped “TNP” set for corner;

North 05 degrees 13 minutes 42 seconds East, a distance of 238.67 feet to a 5/8-inch iron rod with cap stamped “TNP” set for corner;

North 07 degrees 29 minutes 41 seconds East, a distance of 257.79 feet to a 5/8-inch iron rod with cap stamped “TNP” set for corner;

North 21 degrees 10 minutes 21 seconds East, a distance of 228.89 feet to a 5/8-inch iron rod with cap stamped “TNP” set for the northwest corner of said 78.13-acre tract also lying on the southerly line of Hudson Drive a variable width right-of-way, also for the beginning of a curve to the right;

THENCE along the north line of said 78.13-acre tract and the southerly line of said Hudson Drive, with said curve to the right having a radius of 573.50 feet, a central angle of 15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet to a 5/8-inch iron rod with cap stamped “TNP” set for the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of 18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet to a 5/8-inch iron rod with cap stamped “TNP” set for the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of 20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet to a PK Nail found at the end of said compound curve;

THENCE South 69 degrees 16 minutes 05 seconds East, continuing along the north line of said 78.13 acre tract and the southerly line of said Hudson Drive, a distance of 110.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, continuing along the north line of said 78.13-acre tract and the southerly line of said Hudson Drive, a distance of 67.22 feet to a 5/8-inch iron rod with cap stamped “TNP” set for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, continuing along the north line of said 78.13 acre tract and the southerly line of said Hudson Drive, a distance of 173.94 feet to a 1/2 inch iron rod found for the northeast corner of said 78.13 acre tract, also lying on the west line of Merritt Road a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West along the west line of said Merritt Road, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped “HALFF” found for an angle point in same;

THENCE South 00 degrees 17 minutes 44 seconds East, continuing along the west line of said Merritt Road, a distance of 749.92 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner;

THENCE South 89 degrees 49 minutes 07 seconds West, continuing along the west line of said Merritt Road, a distance of 19.40 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner;

THENCE South 00 degrees 58 minutes 54 seconds East, continuing along the west line of said Merritt Road, a distance of 166.49 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner;

THENCE South 87 degrees 23 minutes 36 seconds West, leaving the west line of said Merritt Road, a distance of 160.08 feet to a 1/2-inch iron rod found for the northeast corner of a tract of land described by deed to the City of Sachse recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE South 89 degrees 05 minutes 27 seconds West, along the north line of last mentioned City of Sachse tract. a distance of 228.63 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of same;

THENCE South 00 degrees 15 minutes 35 seconds East, along the west line of said City of Sachse tract, a distance of 381.16 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the southwest corner of same, also lying on the north line of the aforementioned pleasant Valley Drive;

THENCE South 89 degrees 07 minutes 35 seconds West along the north line of said pleasant Valley Road, a distance of 562.19 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 236.92 feet, a central angle of 89 degrees 51 minutes 53 seconds, an arc length of 371.59 feet, a chord bearing of South 44 degrees 14 minutes 35 seconds West, a distance of 334.66 feet to a 1/2-inch iron rod found for corner;

THENCE South 00 degrees 35 minutes 07 seconds East, a distance of 88.22 feet to the POINT OF BEGINNING, containing 3,312,431 Square Feet, or 76.043 Acres of land.

LEGAL DESCRIPTION – SAVE & EXCEPT TRACT 2

BEING a tract a 35.780 acre tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 78.13-acre tract of land called Tract (A) described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of a tract of land described by deed to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE through the interior of said Tract (A) the following courses and distances:

South 89 degrees 22 minutes 53 seconds West, a distance of 146.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 00 degrees 37 minutes 07 seconds West, a distance of 243.38 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 82 degrees 21 minutes 44 seconds West, a distance of 69.96 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 82 degrees 04 minutes 22 seconds West, a distance of 326.14 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 974.00 feet, a central angle of 07 degrees 30 minutes 44 seconds, an arc length of 127.70 feet, a chord bearing of North 85 degrees 49 minutes 43 seconds West, a distance of 127.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 89 degrees 35 minutes 05 seconds West, a distance of 136.11 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 00 degrees 03 minutes 11 seconds East, a distance of 70.82 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 776.00 feet, a central angle of 18 degrees 20 minutes 42 seconds, an arc length of 248.46 feet, a chord bearing of North 09 degrees 13 minutes 32 seconds East, a distance of 247.40 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 18 degrees 23 minutes 53 seconds East, a distance of 237.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 36 minutes 07 seconds West, a distance of 392.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 52.00 feet, a central angle of 203 degrees 25 minutes 03 seconds, an arc length of 184.62 feet, a chord bearing of North 59 degrees 53 minutes 35 seconds West, a distance of 101.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 65 degrees 53 minutes 58 seconds West, a distance of 73.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of said Tract (A) and the east line of a tract of land described by deed to the City of Sachse recorded in Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said Tract (A) and said City of Sachse tract the following courses and distances;

North 05 degrees 13 minutes 42 seconds East, a distance of 108.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 07 degrees 29 minutes 41 seconds East, a distance of 257.79 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 21 degrees 10 minutes 21 seconds East, a distance of 228.89 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner for the northwest corner of said Tract (A) also lying on the southerly line of Hudson Drive a variable width right-of-way, also for the beginning of a curve to the right;

THENCE along the north line of said Tract (A) and the southerly line of said Hudson Drive, with said curve to the right having a radius of 573.50 feet, a central angle of 15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of 18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of 20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet to a PK Nail found for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 110.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 67.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 173.94 feet to a 1/2 inch iron

rod found for the northeast corner of said Tract (A), also lying on the west line of Merritt Road a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West along the west line of said Merritt Road, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for an angle point in same;

THENCE South 00 degrees 17 minutes 44 seconds East, continuing along the west line of said Merritt Road, a distance of 914.60 feet to a 5/8-inch iron rod with cap stamped "WAI" found for corner;

THENCE South 87 degrees 03 minutes 13 seconds West, leaving the west line of said Merritt Road, a distance of 177.54 feet to a 1/2-inch iron rod found for the northeast corner of said City of Sachse tract recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE South 89 degrees 05 minutes 27 seconds West, along the north line of last mentioned City of Sachse tract. a distance of 228.63 feet to the POINT OF BEGINNING containing 1,558,598 square feet, or 35.780 acres of land.

LEGAL DESCRIPTION – SAVE & EXCEPT TRACT 3

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being a portion of a called 76.043-acre tract of land described as Tract 1 in Special Warranty Deed to PMB Station Land, LP, recorded in Instrument No. 201800267365, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430", found for the northwest corner of a tract of land described in Special Warranty Deed to the City of Sachse, Texas, recorded in Instrument No. 201700347810, Official Public Records, Dallas County, Texas, same being an inner ell corner of said 76.043-acre tract of land described as Tract 1;

THENCE South 0°15'35" East, along the westerly line of said City of Sachse tract and an easterly line of said 76.043-acre tract of land described as Tract 1, a distance of 360.71 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner, from said corner, a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430" found for the southwest corner of said City of Frisco tract bears South 00°15'35" East, 20.45 feet;

THENCE South 89°25'20" West, departing the westerly line of said City of Sachse tract, the easterly line of said 76.043-acre tract of land described as Tract 1, crossing said Tract 1, a distance of 740.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°15'50" West, continuing across said Tract 1, a distance of 14.06 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 0°02'59" East, continuing across said Tract 1, a distance of 654.21 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°13'57" East, continuing across said Tract 1, a distance of 14.10 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 89°35'05" East, continuing across said Tract 1, a distance of 70.12 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner at the beginning of a tangent curve to the right having a central angle of 7°30'44", a radius of 974.00 feet, a chord bearing and distance of South 85°49'43" East, 127.61 feet;

THENCE in a southeasterly direction, continuing across said Tract 1, with said curve to the right, an arc distance of 127.70 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°04'22" East, continuing across said Tract 1, a distance of 326.14 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°21'44" East, continuing across said Tract 1, a distance of 69.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 0°37'07" East, continuing across said Tract 1, a distance of 243.39 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 89°22'53" East, continuing across said Tract 1, a distance of 146.33 feet to the POINT OF BEGINNING and containing 10.144 acres (441,887 square feet) of land, more or less.

LEGAL DESCRIPTION – SAVE & EXCEPT TRACT 4

BEING a tract of land located in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas, part of the remainder from a called 76.043 acre Tract 1 described in the deed to PMB Station Developer LLC recorded in Instrument No. 201900240016 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found in a southeast line of a called 10.615 acre tract described in the deed to City of Sachse recorded in Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), a northwest line of said Tract 1, for the southwest corner of Lot CA-1, Block A of The Station Phase 1, an addition to the City of Sachse as shown on the plat recorded in Instrument No. 202000203770 O.P.R.D.C.T., and the northwest corner hereof;

THENCE South 84°46'18" East, with the south line of said Lot CA-1, a distance of 58.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found in the westerly right-of-way line of Parkside Trail, a 50-foot wide right-of-way as shown on the plat of said The Station Phase 1, at the beginning of a non-tangent curve to the left having a central angle of 166°53'28", a radius of 50.00 feet, a chord bearing and distance of South 69°05'56" East, 99.35 feet;

THENCE with the southerly right-of-way lines of said Parkside Trail the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 145.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner,

North 63°54'16" East, a distance of 14.82 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found,

South 74°00'13" East, a distance of 125.76 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found,

South 71°42'04" East, a distance of 233.50 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the northerly end of a corner clip at the intersection of the southerly right-of-way line of said Parkside Trail with the easterly right-of-way line of The Commons Parkway, a 50-foot wide right-of-way as shown on the plat of said The Station Phase 1;

THENCE South 26°42'04" East, along said corner clip, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the southerly end of said corner clip;

THENCE with the westerly right-of-way lines of said The Commons Parkway, the following courses and distances:

South 18°17'56" West, a distance of 184.19 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 18°14'57", a radius of 780.00 feet, a chord bearing and distance of South 9°10'28" West, 247.39 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 248.44 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found,

South 0°02'59" West, a distance of 16.33 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the easterly southeast corner hereof;

THENCE departing the westerly right-of-way line of said The Commons Parkway, over and across said Tract 1, the following courses and distances:

South 45°02'59" West, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set,

North 89°57'01" West, a distance of 452.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 61.50 feet, a central angle of 52°12'30", and a chord bearing and distance of South 63°56'44" West, 54.12 feet;

In a southwesterly direction, with said tangent curve to the left, an arc distance of 56.04 feet to a point for corner;

North 57°05'57" West, a distance of 90.89 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set,

North 64°15'38" West, a distance of 124.59 feet to point for an angle corner of said 10.615 acre tract and an angle corner of said Tract 1; a 1/2-inch iron rod with cap (illegible) found for reference bears South 14°14'45" East 0.30 feet from said point for corner;

THENCE with the southeast lines of said 10.615 acre tract and northwest lines of said Tract 1, the following courses and distances:

North 20°41'28" East, a distance of 220.44 feet to a point for corner; a 1/2-inch iron rod with cap marked "HAT" found for reference bears South 11°52'33" West 0.26 feet from said point for corner;

North 36°49'51" East, a distance of 336.02 feet to a point for corner; a 5/8-inch iron rod with cap marked "TNP" bears South 25°13'58" East 0.33 feet from said point for corner;

North 5°13'42" East, a distance of 45.21 feet to the POINT OF BEGINNING and containing 7.779 acres (338,837 square feet) of land, more or less.

27.417 Acres

LEGAL DESCRIPTION – TRACT 1

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "W.A.I." found for the northwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas, also lying on the southwest line of said 4.07-acre tract and the northeast line of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 326.23 feet to a 5/8 inch iron rod with cap stamped "TNP" set for most westerly corner of said 4.07-acre tract, also lying on the southeast line of Old Miles Road a variable width right-of-way;

THENCE North 36 degrees 49 minutes 36 seconds East, along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract, a distance of 564.86 feet to a 1/2 inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the left;

THENCE continuing along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract with said curve to the left having a radius of 585.85 feet, a central angle of 03

degrees 53 minutes 34 seconds, an arc length of 39.80 feet, a chord bearing of North 34 degrees 51 minutes 58 seconds East, a distance of 39.80 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the north corner of said 4.07-acre tract, also lying on the west line of Miles Road a variable width right-of-way;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of Miles Road, a distance of 708.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northeast corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE leaving the west line of said Miles Road along the northerly line of said right-of-way dedication the following courses and distances:

South 43 degrees 28 minutes 06 seconds West, a distance of 39.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 28 minutes 07 seconds West, a distance of 120.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the left;

with said curve to the left having a radius of 845.00 feet, a central angle of 01 degrees 36 minutes 24 seconds, an arc length of 23.69 feet, a chord bearing of South 87 degrees 39 minutes 54 seconds West, a distance of 23.69 feet to the POINT OF BEGINNING containing 157,785 Square Feet, or 3.622 Acres of land.

LEGAL DESCRIPTION – TRACT 2

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "HALFF" found for the southeast corner of said 4.07-acre tract, same being the northeast corner of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the west line of Miles Road a variable width right-of-way;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 165.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE North 88 degrees 28 minutes 07 seconds East, along the south line of said right-of-way dedication, a distance of 77.52 feet to a 5/8 inch iron rod with cap stamped "TNP" set for for a

corner clip of same;

THENCE South 46 degrees 31 minutes 54 seconds East, continuing along said right-of-way dedication, a distance of 37.26 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of the aforementioned Miles Road;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of said Miles Road, a distance of 2.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the right;

THENCE continuing along the east line of said Miles Road with said curve to the right having a radius of 1450.00 feet, a central angle of 04 degrees 05 minutes 05 seconds, an arc length of 103.38 feet, a chord bearing of South 01 degrees 06 minutes 22 seconds West, a distance of 103.35 feet to the POINT OF BEGINNING, containing 6,655 Square Feet, or 0.153 Acre.

LEGAL DESCRIPTION – TRACT 3

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 33.63-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "TNP" set for the northeast corner of a right-of-way dedication for Miles Road, a variable width right-of-way to the City of Sachse as recorded in Instrument Number 201700128760 of the Official Public Records of Dallas County, from which a 1/2-inch iron rod with cap stamped "R.P.L.S. 4701" found for the southwest corner of a tract of land described by deed to CSL Sachse L.P., LLC., recorded in Instrument Number 201700290587 of the Official Public Records of Dallas County, Texas bears South 88 degrees 43 minutes 23 seconds west, 11.00 feet

THENCE North 88 degrees 43 minutes 23 seconds East, along the south line of said CSL Sachse tract, a distance of 836.14 feet to a 1/2-inch iron rod with cap stamped "R.P.L.S. 4701" found for the southeast corner of same, also lying on the west line of a tract of land described by deed to the City of Sachse recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas;

THENCE South 05 degrees 23 minutes 54 seconds East, along the west line of said City of Sachse tract, a distance of 111.60 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for the northwest corner of a tract of land described by deed to Batsu Enterprises recorded in Volume 91249, page 4515 of the Deed Records of Dallas County, Texas

THENCE South 04 degrees 12 minutes 40 seconds East, along the west line of said Batsu tract, a distance of 59.32 feet to 5/8-inch iron rod with cap stamped "TNP" set for the northeast corner of a tract of land described by deed to Sachse Medical Center Annex 1, recorded in Instrument

Number 201400065513 of the Official Public Records of Dallas County, Texas, and for the beginning of a curve to the left;

THENCE along the north line of said Sachse Medical Center Annex 1 tract the following courses and distances:

with said curve to the left having a radius of 555.00 feet, a central angle of 17 degrees 05 minutes 04 seconds, an arc length of 165.49 feet, a chord bearing of South 51 degrees 33 minutes 33 seconds West, a distance of 164.88 feet to 5/8-inch iron rod with cap stamped "TNP" set for corner;

South 43 degrees 01 minutes 02 seconds West, a distance of 87.64 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

with said curve to the right having a radius of 755.00 feet, a central angle of 45 degrees 57 minutes 01 seconds, an arc length of 605.50 feet, a chord bearing of South 65 degrees 59 minutes 32 seconds West, a distance of 589.40 feet to 5/8-inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 58 minutes 01 seconds West, a distance of 100.58 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner

North 46 degrees 16 minutes 56 seconds West, a distance of 32.97 feet to a 5/8-inch iron rod with cap stamped "TNP" set for the northwest corner of said Sachse Medical Center Annex 1 tract, also lying on the east line of the aforementioned Miles Road;

THENCE along the east line of said Miles Road the following courses and distances:

North 01 degree 04 minutes 22 seconds West, a distance of 309.36 feet to a 5/8-inch iron rod with cap stamped "TNP" set for an angle point in same;

North 03 degrees 17 minutes 48 seconds East, a distance of 144.44 feet to a 5/8-inch iron rod with cap stamped "TNP" set for an angle point in same;

North 01 degrees 04 minutes 34 seconds West, a distance of 83.55 feet to the POINT OF BEGINNING, containing 379,379 Square Feet, or 8.709 Acres of land.

LEGAL DESCRIPTION – TRACT 4

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being all of a called 14.933 acres, described in a Special Warranty Deed to Sachse Medical Center, LLC, recorded in Instrument No. 201400065513 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 14.933 acre tract, said corner being in the west line of that tract of land described in a Special Warranty Deed to Batsu Enterprises, recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas, and in the north right-of-way line of President George Bush Turnpike, a 350 foot wide right-of-way, said corner also being at the beginning of a non-tangent curve to the left;

THENCE, along the south line of said 14.933 acre tract and the north right-of-way line of said President George Bush Turnpike, the following courses and distances:

Southwesterly, along said non-tangent curve to the left through a central angle of 02°26'08", having a radius of 7815.00 feet, a chord bearing of South 80°58'58" West, a chord distance of 332.18 feet and an arc length of 332.20 feet to a concrete monument with brass disk found for corner at the end of said curve;

South 79°45'54" West, a distance of 343.41 feet to the most southerly southwest corner of said 14.933 acre tract, said corner being in the northeast line of a called 51.724 acre tract of land described in a Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "WAI" found for witness bears North 73°54' East, 0.6 feet;

THENCE North 38°00'53" West, departing the north right-of-way line of said President George Bush Turnpike, and along the southwest line of said 14.933 acre tract and the northeast line of said 51.724 acre tract and the northeast line of Tract Two, called 0.5384 acre, as described in a General Warranty Deed to The Trull Foundation, recorded in Volume 96158, Page 6025 of the Deed Records of Dallas County, Texas, a distance of 435.20 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the most westerly southwest corner of said 14.933 acre tract, said corner being in the east right-of-way line of Miles Road, a 100 foot wide right-of-way at this point, and also being at the beginning of a non-tangent curve to the left;

THENCE, along the west line of said 14.933 acre tract and the east right-of-way line of said Miles Road, the following courses and distances:

Northeasterly, along said non-tangent curve to the left through a central angle of 08°21'44", having a radius of 1550.00 feet, a chord bearing of North 03°08'21" East, a chord distance of 226.02 feet and an arc length of 226.22 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the end of said curve;

North 01°02'31" West, a distance of 142.90 feet to the northwest corner of said 14.933 acre tract, common to the southwest corner of a called 8.709 acres, as described in a Special Warranty Deed, recorded in Instrument No. 201800267365 of the Official Public Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 41°40' East, 0.3 feet;

THENCE departing the east right-of-way line of said Miles Road, along the common line of said 14.933 acre tract and said 8.709 acre tract, the following courses and distances:

South $46^{\circ}17'27''$ East, a distance of 32.97 feet to a 5/8 inch iron rod with red plastic stamped "TNP" found for corner;

North $88^{\circ}57'30''$ East, a distance of 100.58 feet to the beginning of a tangent curve to the left, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North $45^{\circ}49'$ East, 0.2 feet;

Northeasterly, along said tangent curve to the left through a central angle of $45^{\circ}57'00''$, having a radius of 755.00 feet, a chord bearing of North $65^{\circ}59'01''$ East, a chord distance of 589.40 feet and an arc length of 605.49 feet to the end of said curve, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North $69^{\circ}15'$ East, 0.3 feet;

North $43^{\circ}00'31''$ East, a distance of 87.64 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North $68^{\circ}18'$ East, 0.3 feet;

Northeasterly, along said tangent curve to the right through a central angle of $16^{\circ}00'32''$, having a radius of 555.00 feet, a chord bearing of North $51^{\circ}00'47''$ East, a chord distance of 154.57 feet and an arc length of 155.07 feet to a 5/8 inch iron rod with red plastic stamped "KHA" set for the northeast corner of said 14.933 acre tract at the end of said curve, said point being in the west line of aforesaid Batsu Enterprises tract, from which a 1/2 inch iron rod found for the most northerly northwest corner of said Batsu Enterprises tract and the most westerly southwest corner of a called 26.04 acre tract of land described in a Special Warranty Deed to the City of Sachse, recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas, bears North $05^{\circ}00'48''$ West a distance of 63.83 feet;

THENCE, along the east line of said 14.933 acre tract and the west line of said Batsu Enterprises tract, the following courses and distances:

South $05^{\circ}00'48''$ East, a distance of 550.69 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears South $58^{\circ}28'$ East, 0.5 feet;

South $04^{\circ}26'52''$ East, a distance of 431.33 feet to the POINT OF BEGINNING and containing 14.933 acres (650,474 square feet) of land, more or less.

EXHIBIT O-6 –IMPROVEMENT AREA #4 BOUNDARY DESCRIPTION

Sachse PID – Improvement Area #4
8.747 Acres

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of an 8.68-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped “WAI” found for the northwest corner of said 8.68-acre tract also lying on the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE North 79 degrees 45 minutes 22 seconds East, along the south line of said President George Bush Turnpike, a distance of 218.91 feet to a 5/8 inch iron rod with cap stamped “TNP” set for the beginning of a non-tangent curve to the right;

THENCE continuing along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 02 degrees 19 minutes 19 seconds, an arc length of 302.51 feet, a chord bearing of North 80 degrees 55 minutes 01 seconds East, a distance of 302.49 feet to a 5/8 inch iron rod found for the northeast corner of said 8.68 acre tract, also lying on the westerly line of a tract of land described by deed to Batsu Enterprises recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said 8.68-acre tract and said Batsu Enterprises tract the following courses and distances:

South 05 degrees 29 minutes 08 seconds East, a distance of 202.09 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 33 minutes 14 seconds East, a distance of 196.48 feet to 5/8 inch iron rod with cap stamped “JBI” found for corner;

South 04 degrees 09 minutes 28 seconds East, a distance of 416.53 feet to a 5/8 inch iron rod with cap stamped “JBI” found for the southeast corner of said 8.68 acre tract and the southwest corner of said Batsu Enterprises tract, also lying on the north line of Pleasant Valley road, a variable width right-of-way;

THENCE South 89 degrees 50 minutes 57 seconds West, along the north line of said Pleasant Valley Road, a distance of 712.69 feet to a 5/8-inch iron rod with cap stamped “JBI” found for the southwest corner of said 8.68-acre tract;

THENCE North 05 degrees 17 minutes 07 seconds West, along the west line of said 8.68-acre tract, a distance of 277.26 feet to a 1/2-inch iron rod found for an angle point in same for corner;

THENCE North 04 degrees 55 minutes 13 seconds West, continuing along the west line of said 8.68-acre tract, a distance of 255.12 feet to the POINT OF BEGINNING, containing 381,007 Square Feet, or 8.747 Acres of land.

EXHIBIT O-7 –IMPROVEMENT AREA #5 BOUNDARY DESCRIPTION

Sachse PID – Improvement Area #5 11.266 Acres

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of a 11.27-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a T.X.D.O.T. aluminum cap stamped “2655” found for the northeast corner of said 11.27-acre tract also lying at the intersection of the west line of Pleasant Valley Road, a variable width right-of-way with the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE along the common line of said 11.27-acre tract and said Pleasant Valley Road the following courses and distances:

South 00 degrees 23 minutes 36 seconds East, a distance of 255.19 feet to a 5/8-inch iron rod with cap stamped “TNP” set for the beginning of a curve to the right;

with said curve to the right having a radius of 311.06 feet, a central angle of 76 degrees 44 minutes 04 seconds, an arc length of 416.59 feet, a chord bearing of South 37 degrees 58 minutes 24 seconds West, a distance of 386.15 feet to a 1/2-inch iron rod with cap stamped “HALFF” found for corner;

South 76 degrees 28 minutes 32 seconds West, a distance of 320.80 feet to 1/2-inch iron rod with cap stamped “HALFF” found for the beginning of a curve to the right;

with said curve to the right having a radius of 707.53 feet, a central angle of 13 degrees 35 minutes 53 seconds, an arc length of 167.92 feet, a chord bearing of South 83 degrees 01 minutes 55 seconds West, a distance of 167.53 feet 1/2-inch iron rod with cap stamped “HALFF” found for corner;

North 89 degrees 46 minutes 07 seconds West, a distance of 96.34 feet to 1/2-inch iron rod with cap stamped “JBI” found for the southwest corner of said 11.27-acre tract, also lying on the east line of a tract of land described by deed to the City of Sachse recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 31 seconds West, along the common line of said 11.27-acre tract and said City of Sachse tract, a distance of 678.28 feet to 1/2-inch iron rod with cap stamped “WAI” found for the northwest corner of said 11.27-acre tract, also lying on the south line of the aforementioned President George Bush Turnpike, also for the beginning of a non-tangent curve to the right;

THENCE along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 06 degrees 18 minutes 35 seconds, an arc length of 822.09 feet, a chord bearing of South 88 degrees 21 minutes 02 seconds East, a distance of 821.67 feet to the POINT OF BEGINNING, containing 490,729 Square Feet, or 11.266 Acres of land.

APPENDIX A – ENGINEER’S REPORT

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RE: *Engineer's Report*
The Station Development
Sachse, Texas

Introduction

The Station development is generally located along the President George Bush Turnpike (PGBT), south of Hudson Road, east of Miles Road, and west of Merritt Road within the City of Sachse, Texas (the "City"). There are two tracts on the south side of the PGBT between Pleasant Valley Road and the PGBT eastbound service road. The Station will be a multi-use development including single-family residential, multi-family residential, retail, and commercial all within a walkable development per the City's President George Bush Turnpike (PGBT) Overlay District. The City owns the land that includes Heritage Park directly adjacent to The Station and another tract internal to the development that contains a water tower and regional detention facility. The City property and The Station development total approximately 170.7 acres to be included in the proposed Sachse Public Improvement District #1 (PID). Exhibit A-1 shows the current concept plan for The Station.

Improvement Areas

The land included in the PID has been separated into the following improvement areas per Exhibit A-2:

- Improvement Area #1 (48.4-acres) includes a 35.8-acre single family tract (Block A), a 10.1-acre multi-family tract (Block B), and a 2.5-acre retail tract (Block K1).
- Improvement Area #2 (7.8-acres) includes a single family tract (Block C).
- Improvement Area #3 (57.1-acres) includes a 3.2-acre retail tract (Block K2(A)), a 0.9-acre retail tract (Block K2(B)), a 2.1-acre retail tract (Block K2(C)), a 1.2-acre retail tract (Block K3), a 12.1-acre multi-family tract (Block D1), a 1.2-acre retail tract (Block D2), a 9.0-acre retail/commercial tract (Block E), a 6.4-acre multi-family tract (Block F), a 0.8-acre retail tract (Block G1), a 3.7-acre retail tract (Block G2), a 3.6-acre retail/commercial tract (Block H1), a 0.1-acre retail/commercial tract (Block H2), a 6.9-acre commercial tract (Block L1), a 1.6-acre commercial tract (Block L2), and a 4.3-acre commercial tract (Block L3).
- Improvement Area #4 (8.7-acres) includes a commercial tract (Block I).
- Improvement Area #5 (11.3-acres) includes a commercial tract (Block J).
- City Land (37.3-acres) includes a 35.5-acre Heritage Park and a 1.8-acre tract containing a water tower and regional detention facility.

Improvement Area #1, as noted on Exhibit A-2, has been previously submitted under a separate report. This report incorporates Improvement Areas #2 through #5.

The public infrastructure components (Street, Water, Sewer, Drainage, Miscellaneous, and Soft Costs) for Improvement Areas #2 through #5 are shown on Exhibits B and C.

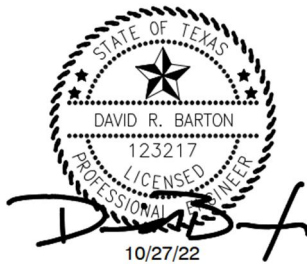
An Engineers' opinion of probable cost (EOPC) has been prepared for all public infrastructure required to support Improvement Areas #2 through #5 and is included as Exhibit D. Improvements include the following items:

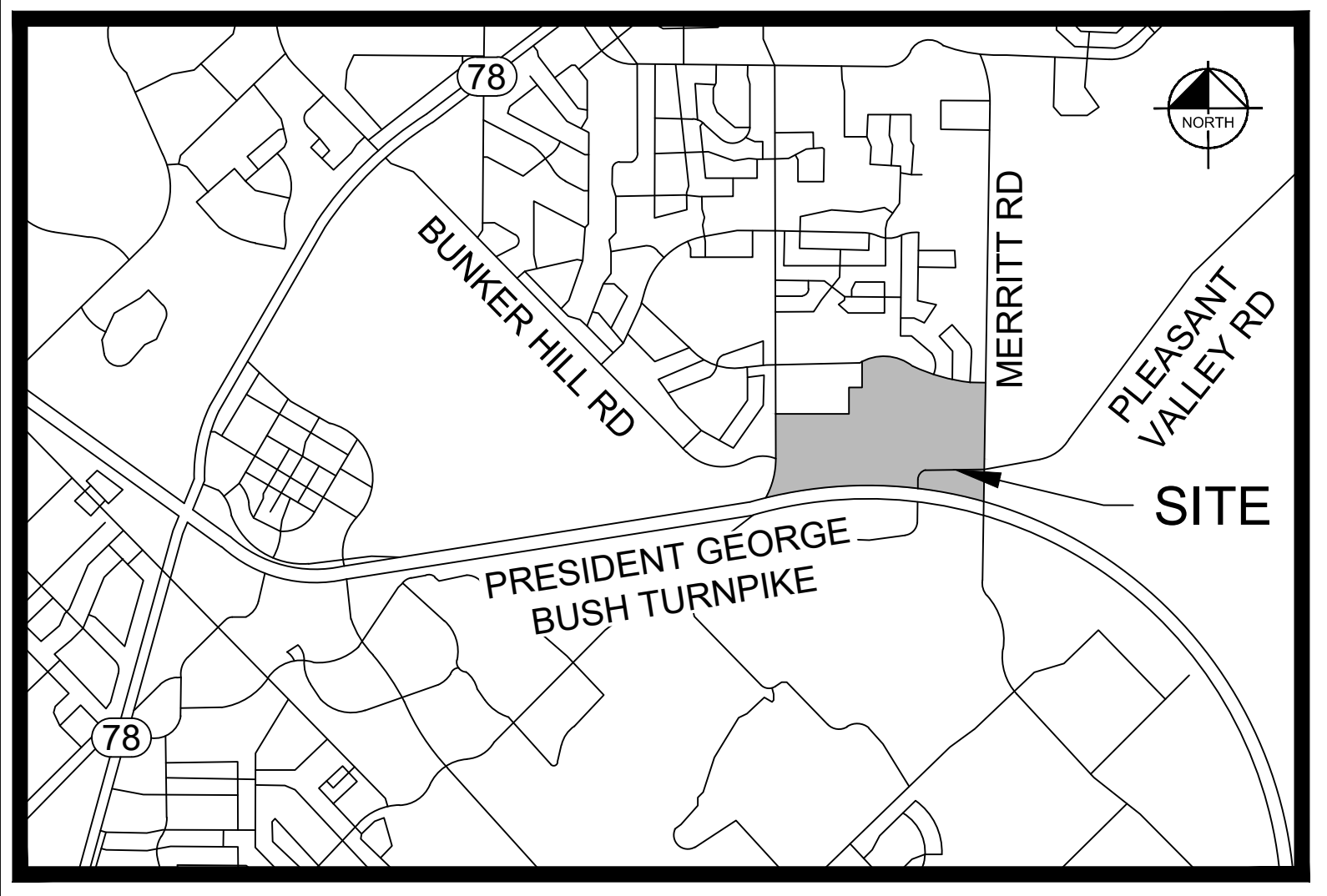
- Street improvements including subgrade stabilization (lime/cement treatment and compaction), concrete, reinforcing steel, ADA ramps, traffic control, traffic safety signs and striping, TxDOT Improvements, curb cut driveways, clearing and grubbing, demolition and haul-off, earthwork and excavation, erosion control, retaining walls, landscaping, hardscape, irrigation, re-vegetation of all disturbed areas within the right of way, inspections, testing, construction staking, contractor fees, and all necessary appurtenances required to provide access to all lots and facilities within the improvement areas.
- Water improvements including trench excavation, trench safety, embedment, piping, fire hydrants, valves, fittings, service connections, irrigation services, inspections, testing, construction staking, contractor fees, and all necessary appurtenances required to provide water service to all lots and facilities within the improvement areas.
- Sewer improvements including trench excavation, trench safety, embedment, piping, encasement, boring, manholes, cleanouts, service connections, inspections, testing, construction staking, contractor fees, and all necessary appurtenances required to provide wastewater service to all lots and facilities within the improvement areas.
- Drainage improvements including trench excavation, trench safety, embankment, earthen channels, swales, concrete flumes, curb and drop inlets, manholes and junction boxes, piping and boxes, headwalls and outfalls, culverts, rip rap, drainage ponds, retaining walls, inspections, testing, construction staking, contractor fees, and necessary appurtenances to provide storm drainage for all lots and facilities the improvement areas.
- Soft costs related to designing, constructing, and installing, and financing the Improvement Area Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, and other PID costs incurred and paid by the Developer.
- Miscellaneous Costs related to miscellaneous improvements including street name signs, conduits, construction staking, bonds, materials testing, and contractor general conditions/insurance, fees, and contingencies the improvement areas.

Development Schedule

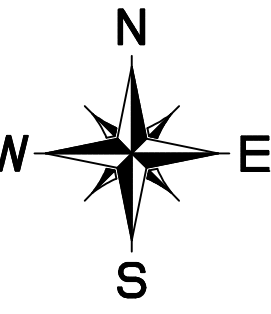
Improvement Area	Block/Project	Construction Start (Horizontal Improv.)	Horizontal Construction Complete/Vertical Construction Commence	Construction End (Full Buildout)
3	Total	1Q 2022	4Q 2024	2Q 2025
	Block K2(A)	2Q 2022	1Q 2023	3Q 2023
	Block K2(C)	2Q 2023	4Q 2023	4Q 2024
	Block K2(B)	2Q 2023	1Q 2024	1Q 2025
	Block K3	4Q 2023	3Q 2024	2Q 2025
2	SF Phase 2	1Q 2022	1Q 2023	4Q 2024
3	Total	1Q 2022	2Q 2024	2Q 2025
	Block D1	1Q 2022	1Q 2023	2Q 2024
	Block D2	No current plans for this block. Timeline not available		
	Block E	3Q 2023	2Q 2024	2Q 2025
3	Total	1Q 2021	1Q 2025	1Q 2026
	Block F	1Q 2021	1Q 2022	4Q 2022
	Block G1	2Q 2023	1Q 2024	4Q 2024
	Block G2	1Q 2023	1Q 2025	1Q 2026
	Block H	1Q 2023	1Q 2025	1Q 2026
	Block L1	4Q 2023	4Q 2024	4Q 2025
	Block L2	4Q 2023	4Q 2024	4Q 2025
	Block L3	1Q 2021	1Q 2022	4Q 2022
4	Block I	2Q 2023	1Q 2024	1Q 2025
5	Block J	2Q 2022	3Q 2023	4Q 2024

*These dates are estimates only for blocks and projects not already complete. They may change due to various factors, including market conditions, construction timelines and more





VICINITY MAP
SCALE: N.T.S.



GRAPHIC SCALE: N.T.S.

LEGEND	
BLOCK BOUNDARY	
PREVIOUSLY SUBMITTED IMPROVEMENT AREAS	

BLOCK AREA SUMMARY TABLE	
BLOCK A	35.8 AC
BLOCK B	10.1 AC
BLOCK C	7.8 AC
BLOCK D1	12.1 AC
BLOCK D2	1.2 AC
BLOCK E	9.0 AC
BLOCK F	6.4 AC
BLOCK G1	0.8 AC
BLOCK G2	3.7 AC
BLOCK H1	3.6 AC
BLOCK H2	0.1 AC
BLOCK I	8.7 AC
BLOCK J	11.3 AC
BLOCK K1	2.5 AC
BLOCK K2(A)	3.2 AC
BLOCK K2(B)	0.9 AC
BLOCK K2(C)	2.1 AC
BLOCK K3	1.2 AC
BLOCK L1	6.9 AC
BLOCK L2	1.6 AC
BLOCK L3	4.3 AC
CITY LAND	37.3 AC
TOTAL ACREAGE	170.7 AC

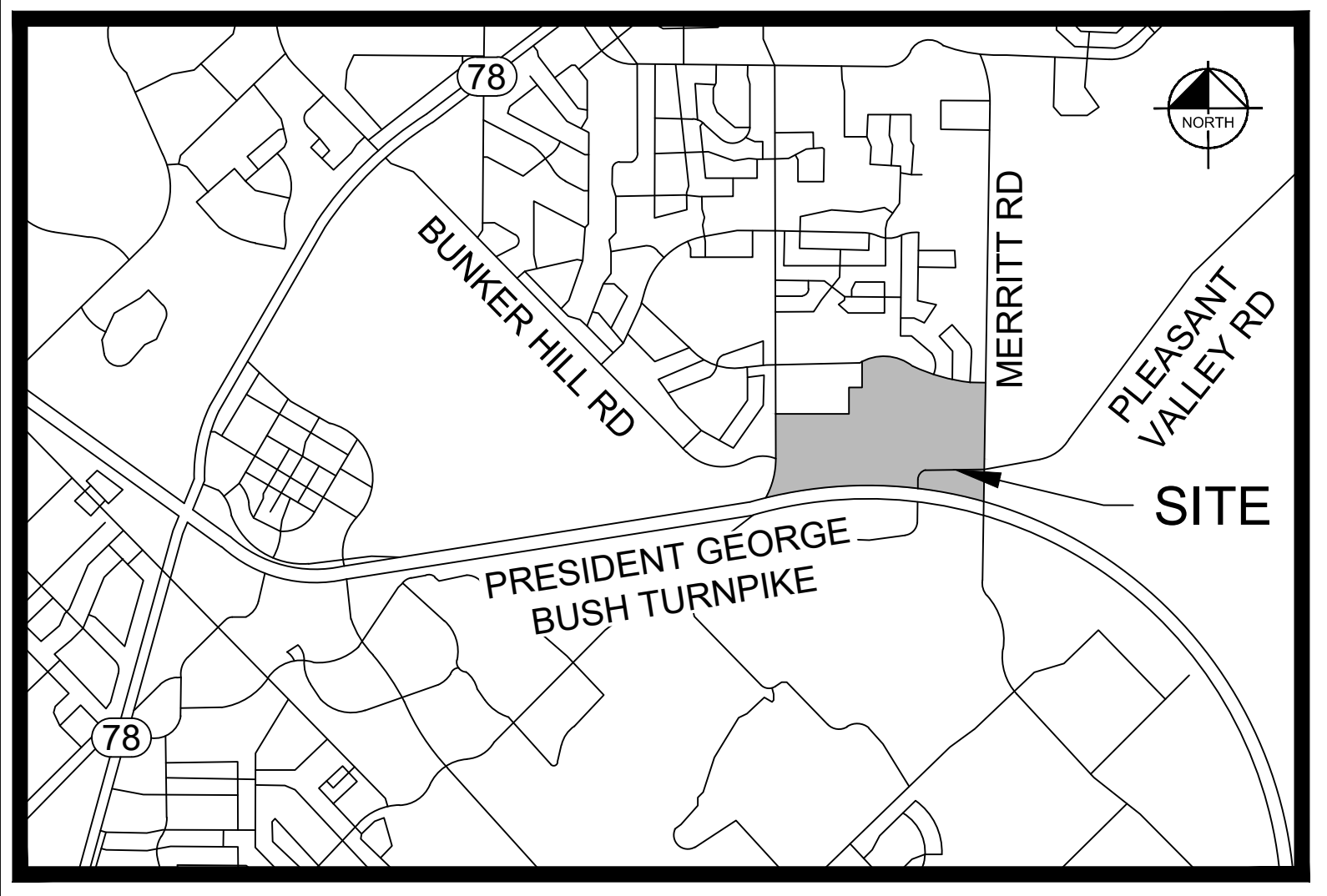
Exhibit A-1
Concept Plan

The Station

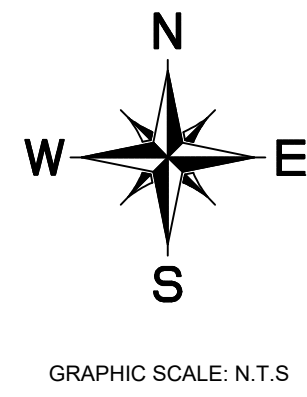
Sachse, Texas
October 2022

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #1 (EXISTING IMPROVEMENTS BY SEPARATE SUBMITTAL)	
IMPROVEMENT AREA #2	
IMPROVEMENT AREA #3	
IMPROVEMENT AREA #4	
IMPROVEMENT AREA #5	
CITY PROPERTY	
BLOCK BOUNDARY	

AREA SUMMARY TABLE	
IMPROVEMENT AREA #1	48.4 AC
IMPROVEMENT AREA #2	7.8 AC
IMPROVEMENT AREA #3	57.1 AC
IMPROVEMENT AREA #4	8.7 AC
IMPROVEMENT AREA #5	11.3 AC
CITY PROPERTY	37.3 AC
TOTAL IMPROVEMENT ACREAGE (AREAS #2 - #5 & CITY LAND)	122.3 AC
TOTAL ACREAGE	170.7 AC

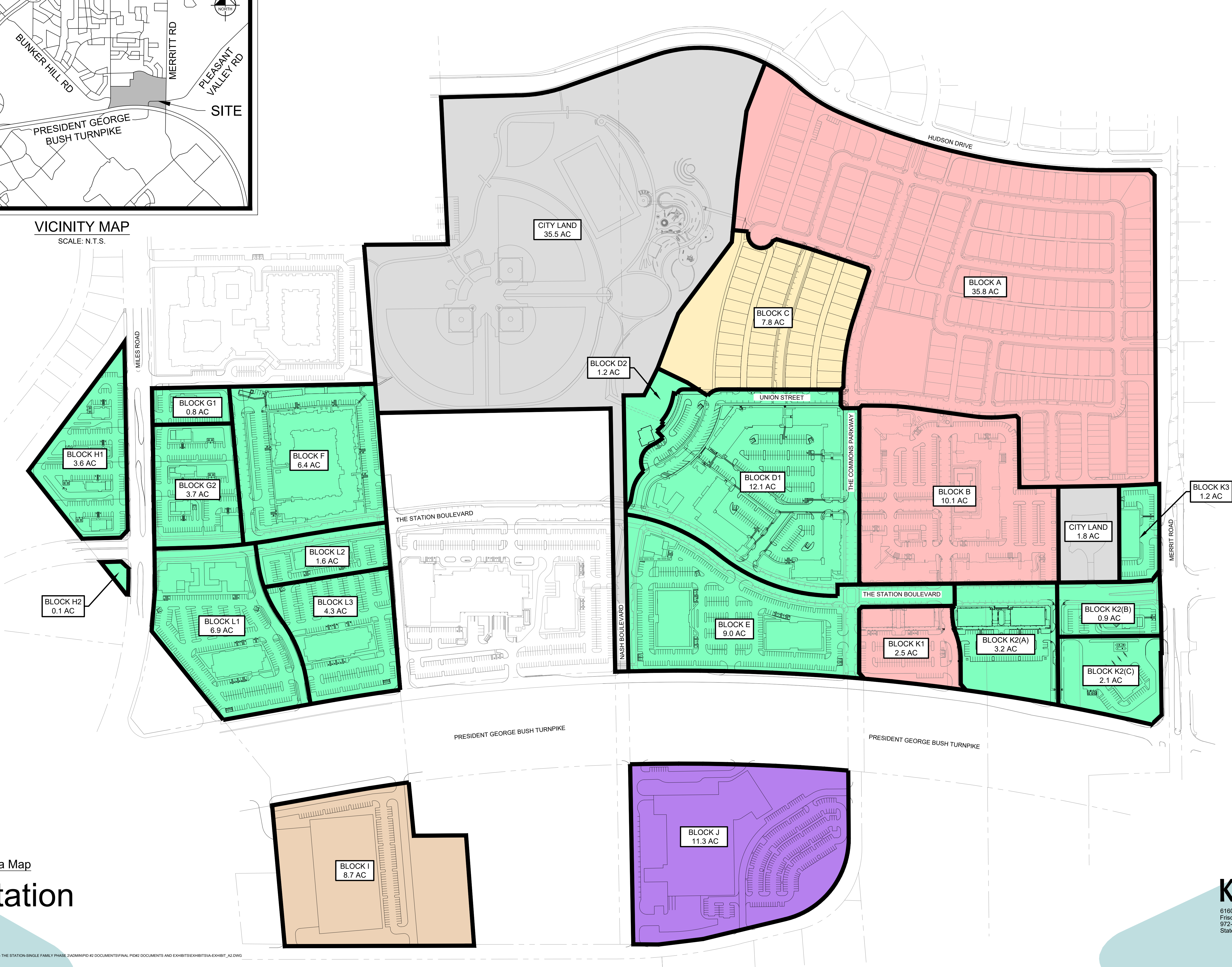
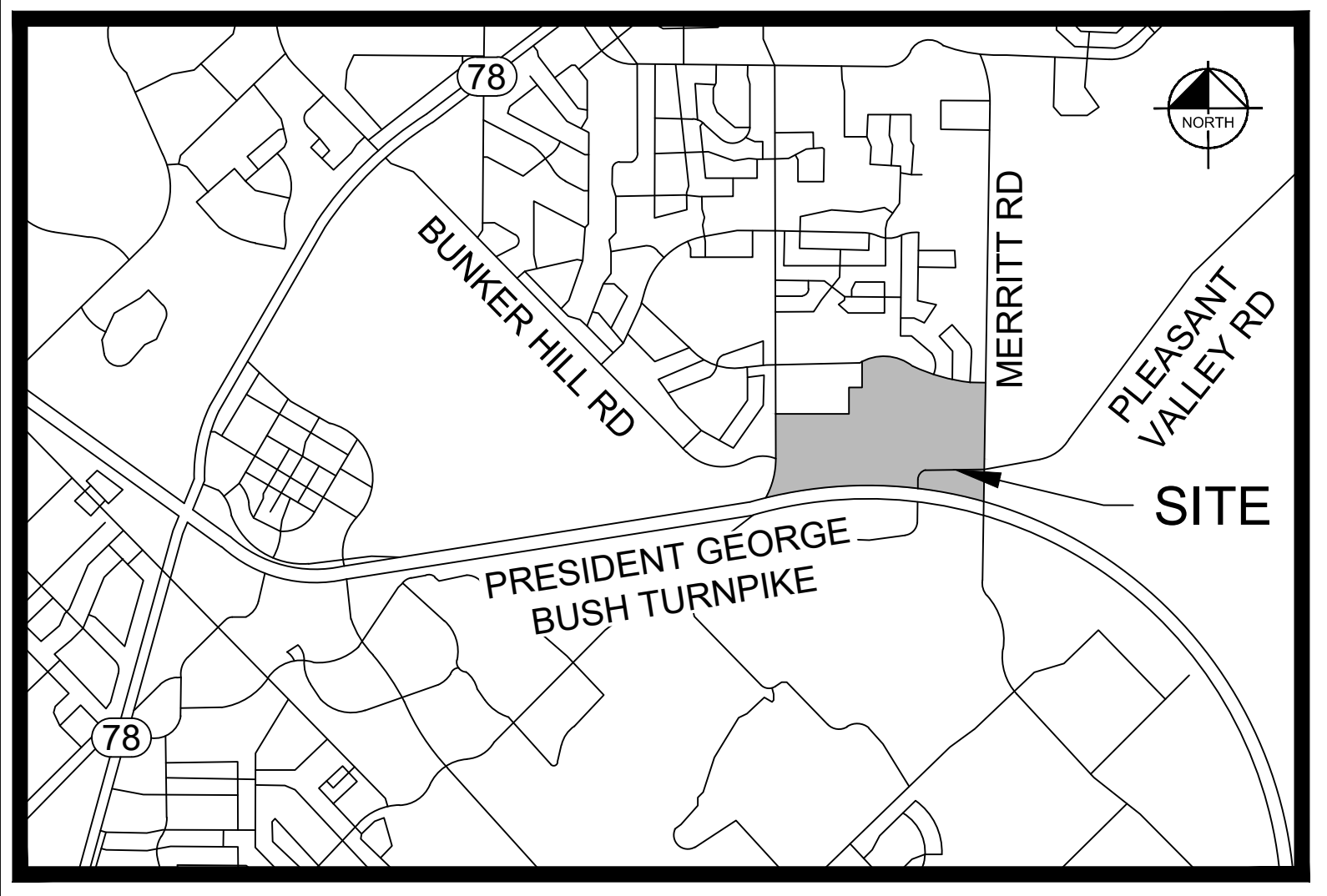


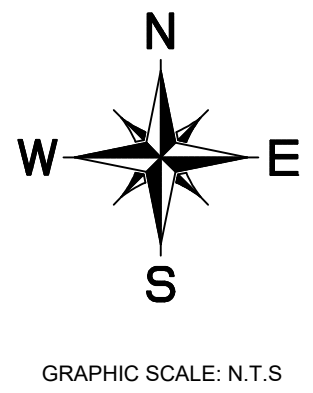
Exhibit A-2
Improvement Area Map

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #2	
PAVING IMPROVEMENTS ⁽¹⁾	
SIDEWALK IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

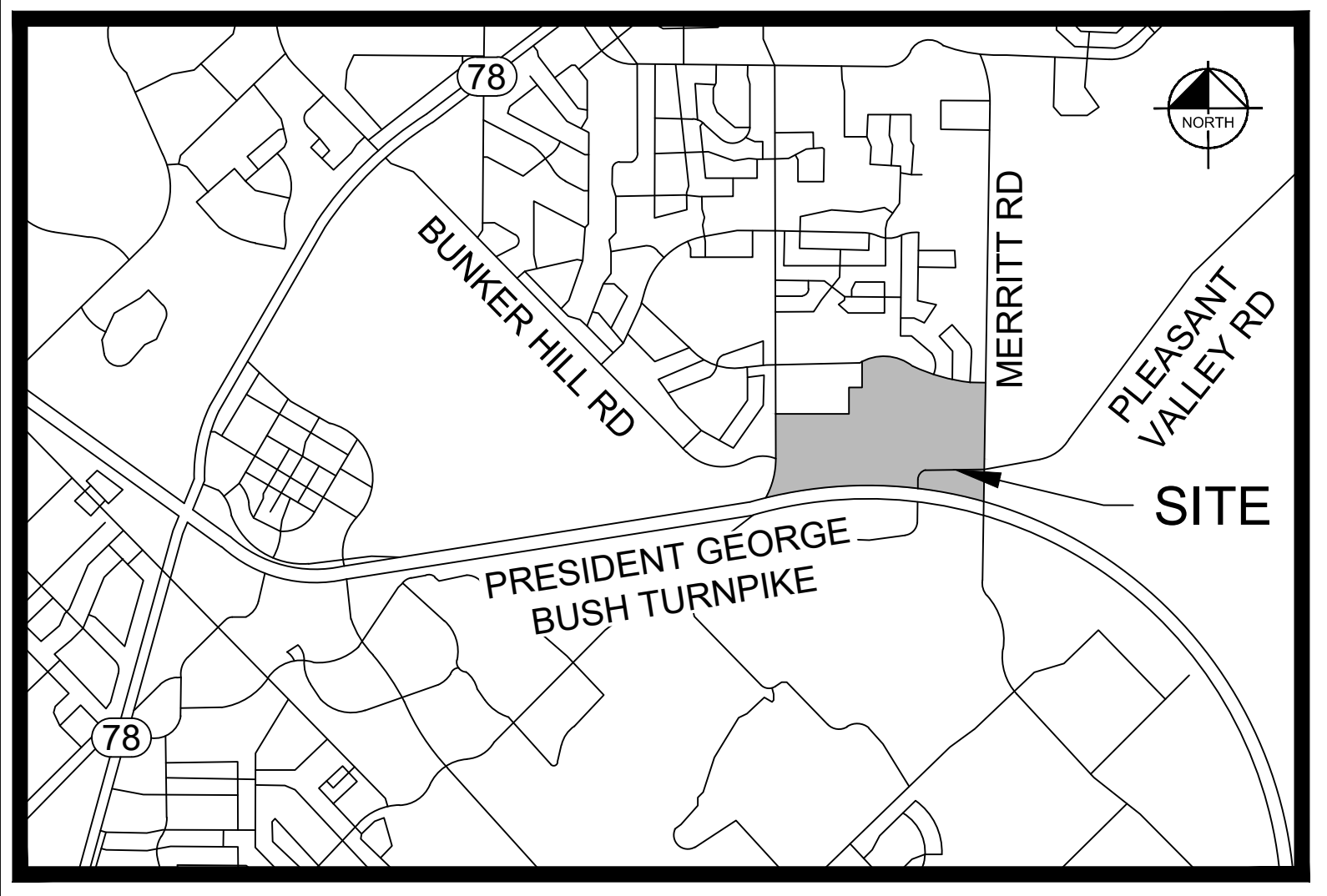
NOTE [1]: ALL PAVING IMPROVEMENTS LOCATED WITHIN ROW INCLUDE SIDEWALK AND PARALLEL PARKING



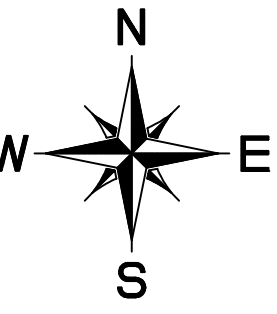
Exhibit B-1
Improvement Area #2 Street Improvements

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



GRAPHIC SCALE: N.T.S.

LEGEND	
IMPROVEMENT AREA #2	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

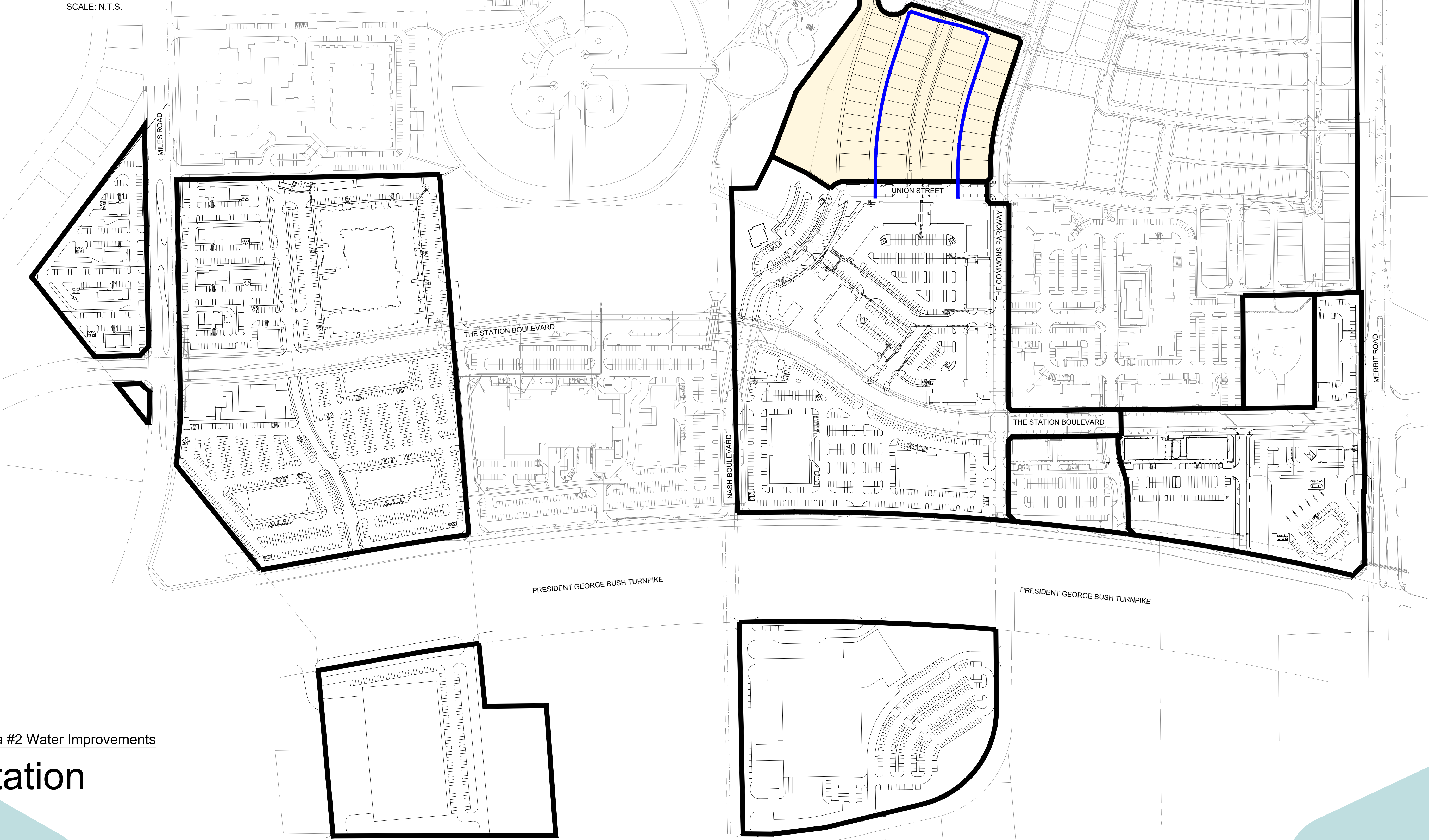
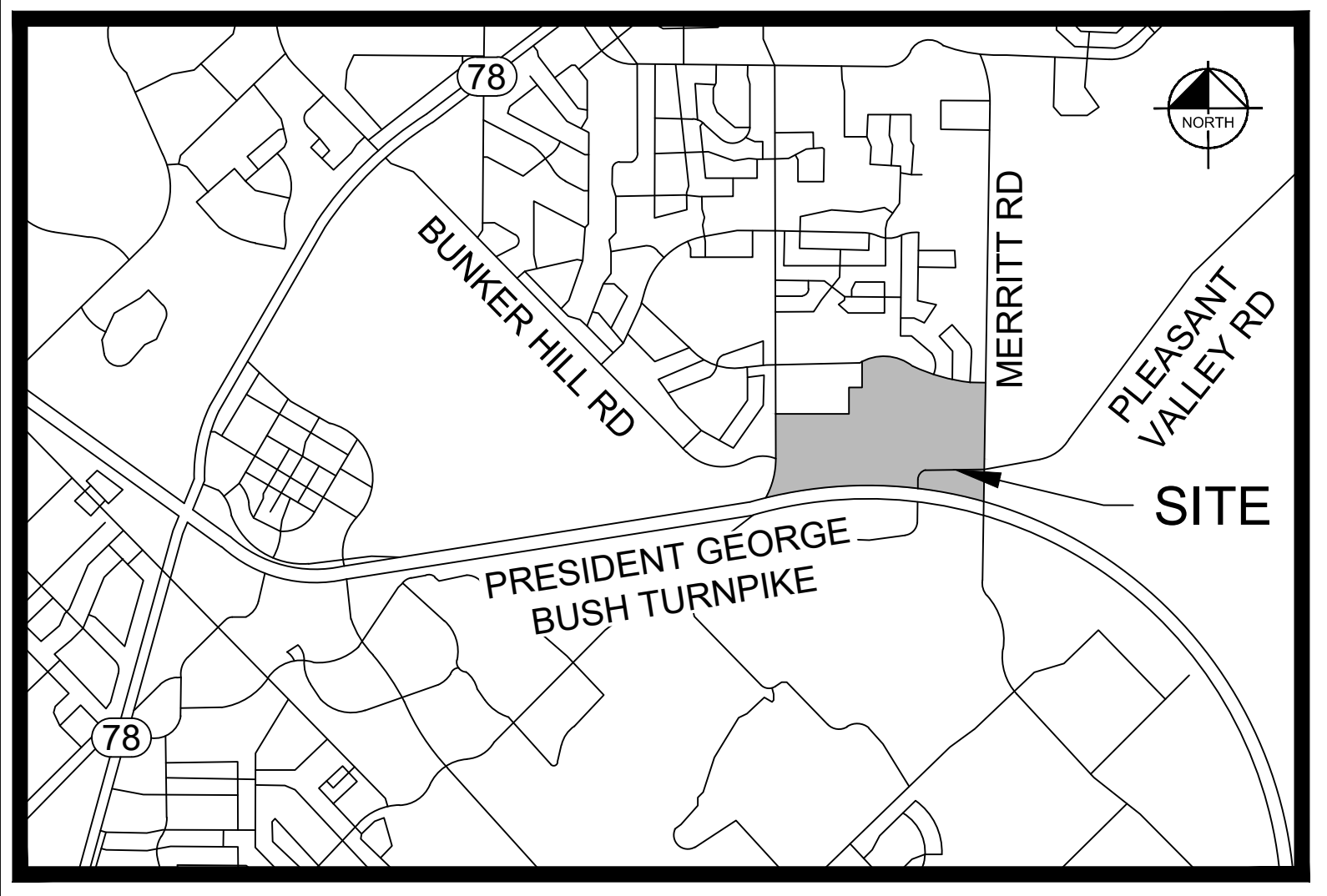


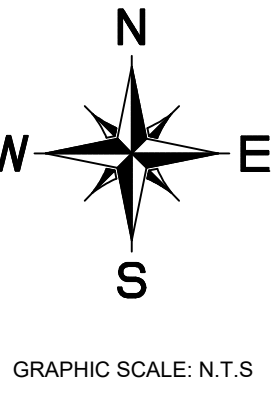
Exhibit B-2
Improvement Area #2 Water Improvements

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



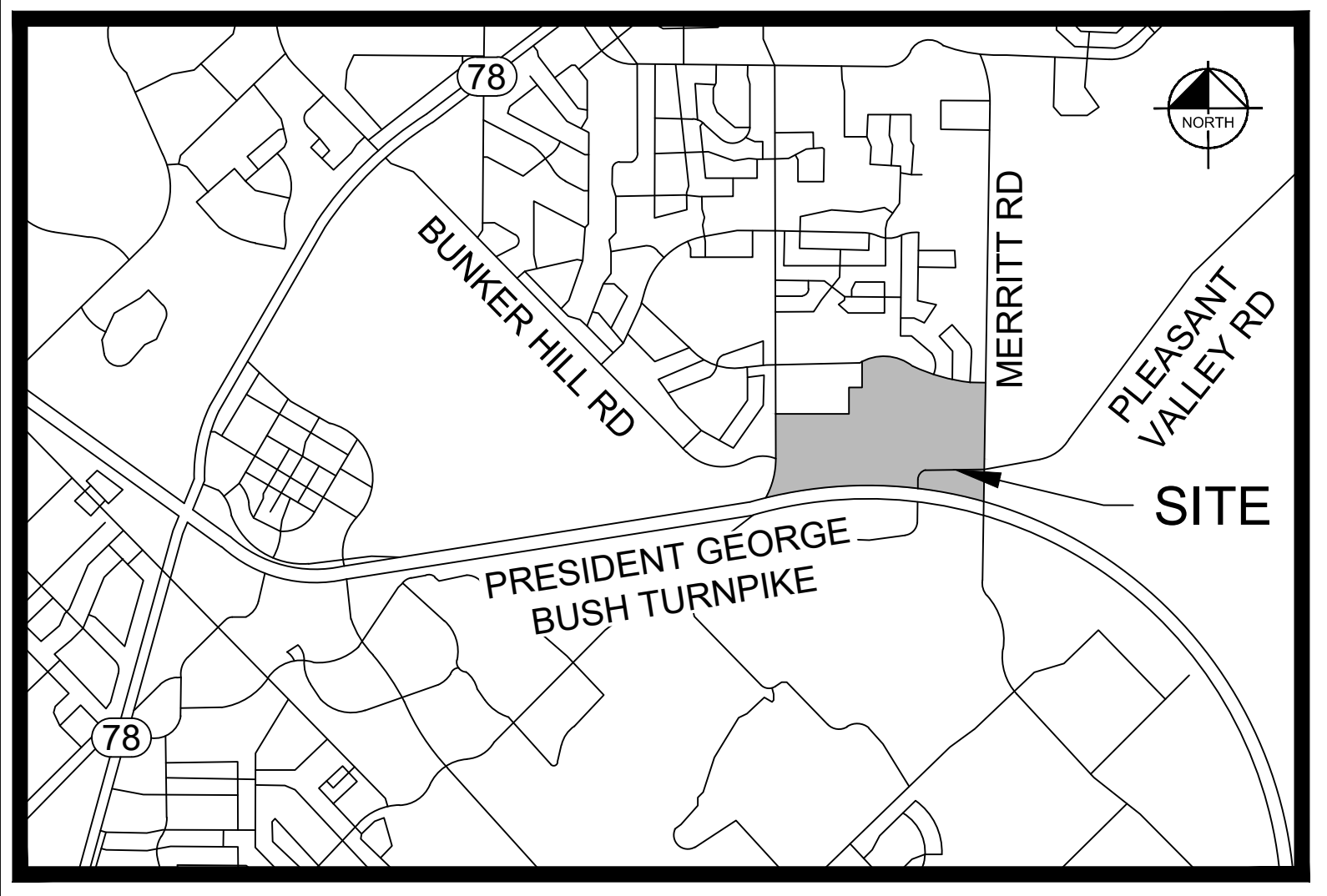
LEGEND	
IMPROVEMENT AREA #2	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



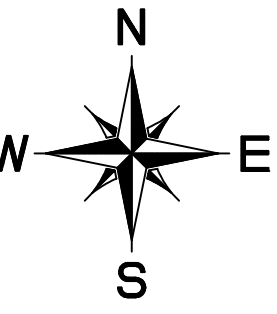
Exhibit B-3
Improvement Area #2 Sewer Improvements

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



GRAPHIC SCALE: N.T.S.

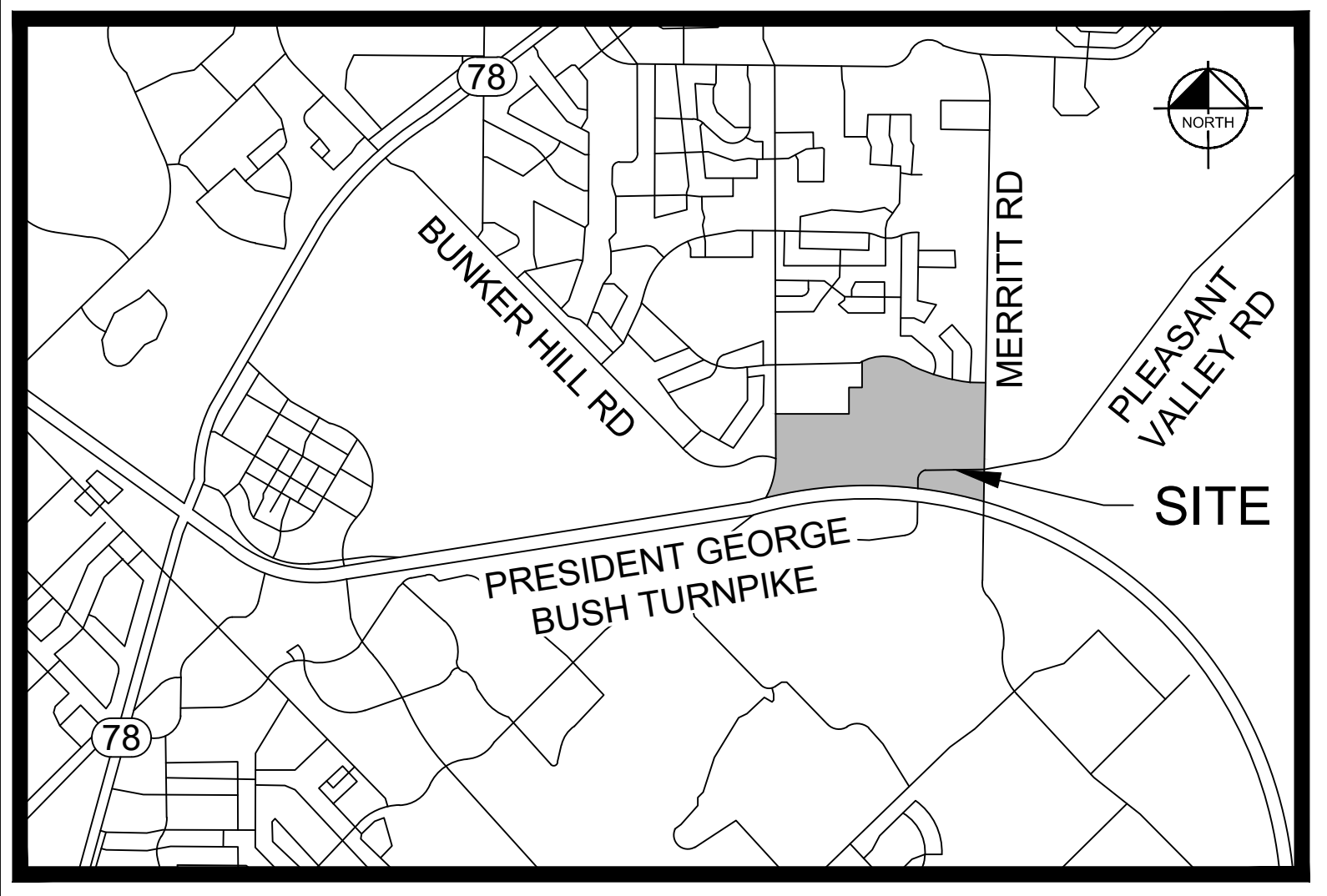
LEGEND	
IMPROVEMENT AREA #2	
DRAINAGE IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



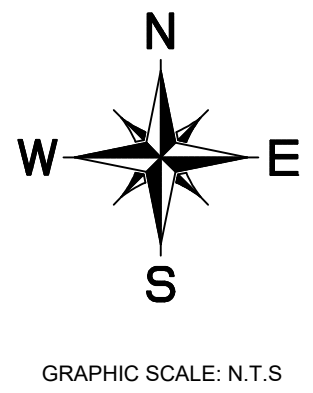
Exhibit B-4
Improvement Area #2 Drainage Improvements

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



LEGEND	
IMPROVEMENT AREA #3	
PAVING IMPROVEMENTS ⁽¹⁾	
SIDEWALK IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	

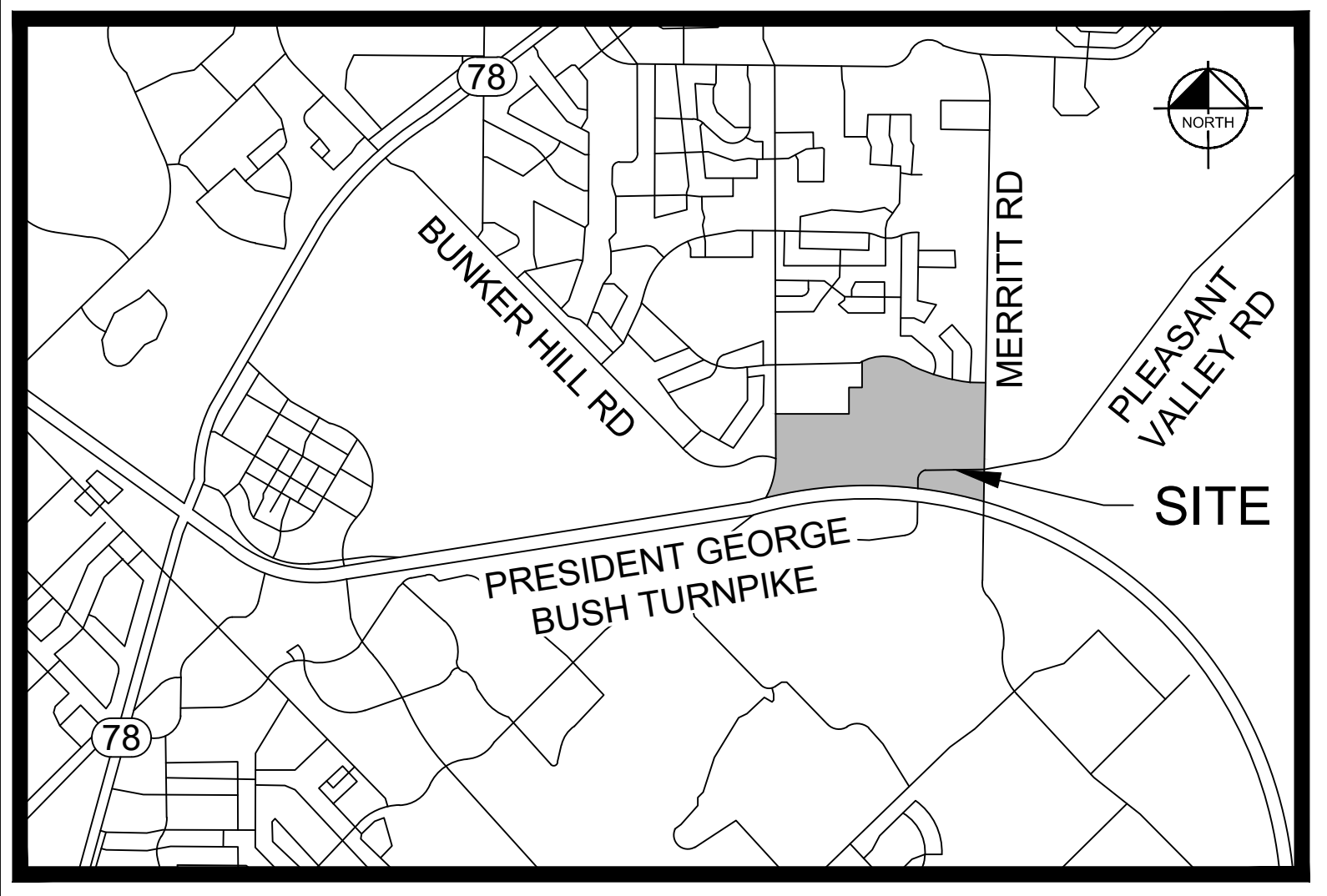
NOTE [1]: ALL PAVING IMPROVEMENTS LOCATED WITHIN ROW INCLUDE SIDEWALK AND PARALLEL PARKING



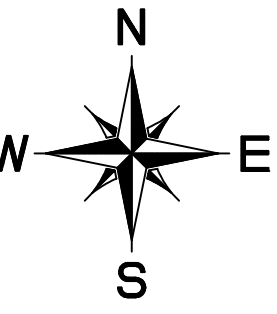
Exhibit C-1
Improvement Area #3 Street Improvements

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



GRAPHIC SCALE: N.T.S.

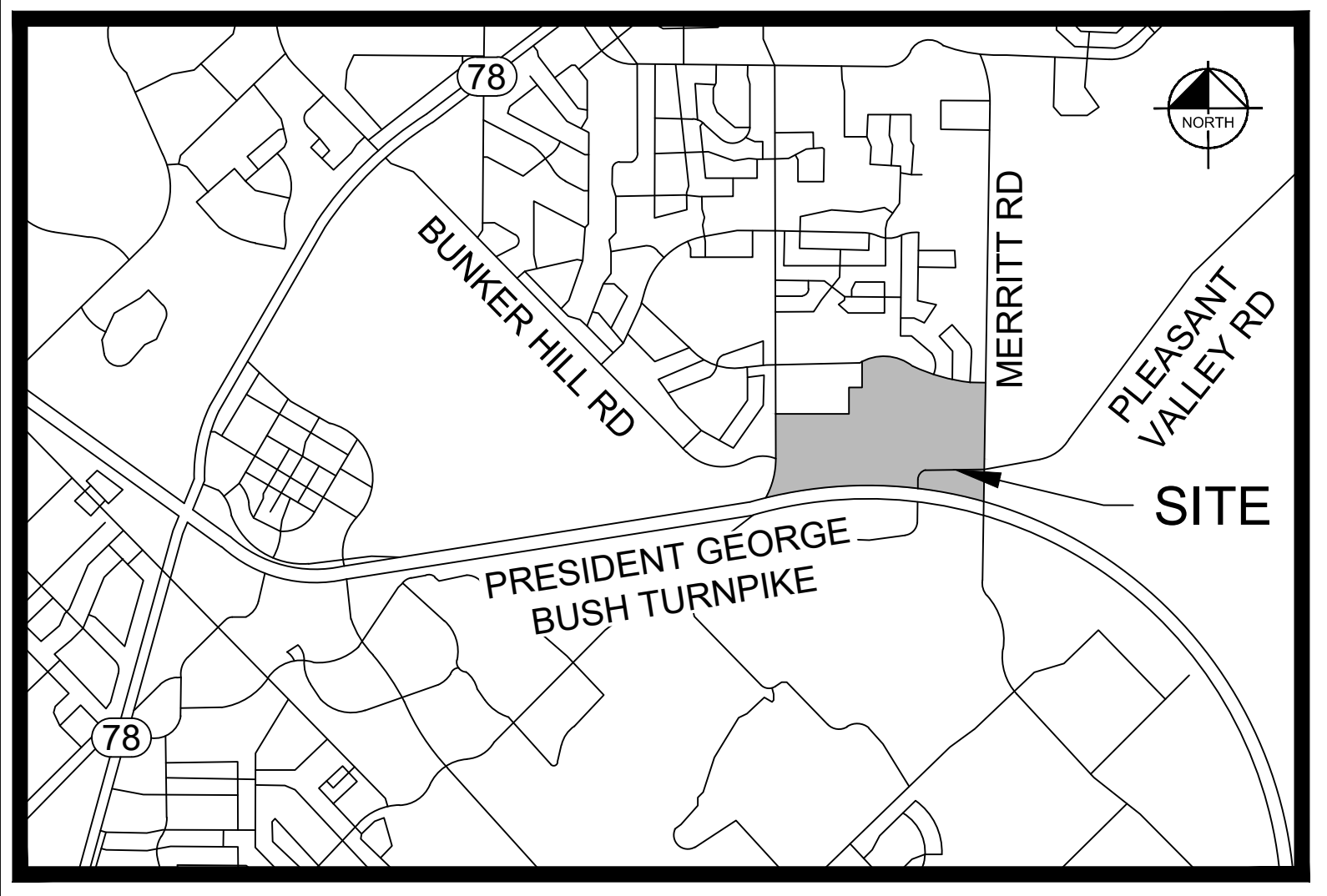
LEGEND	
IMPROVEMENT AREA #3	
WATER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



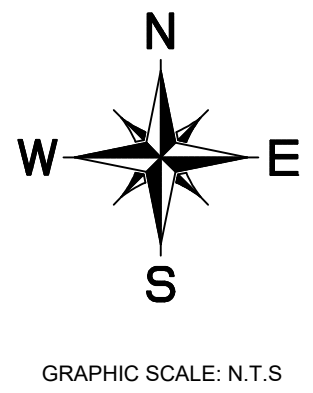
Exhibit C-2
Improvement Area #3 Water Improvements

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



VICINITY MAP
SCALE: N.T.S.



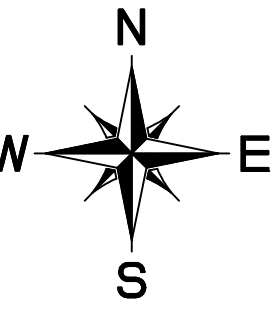
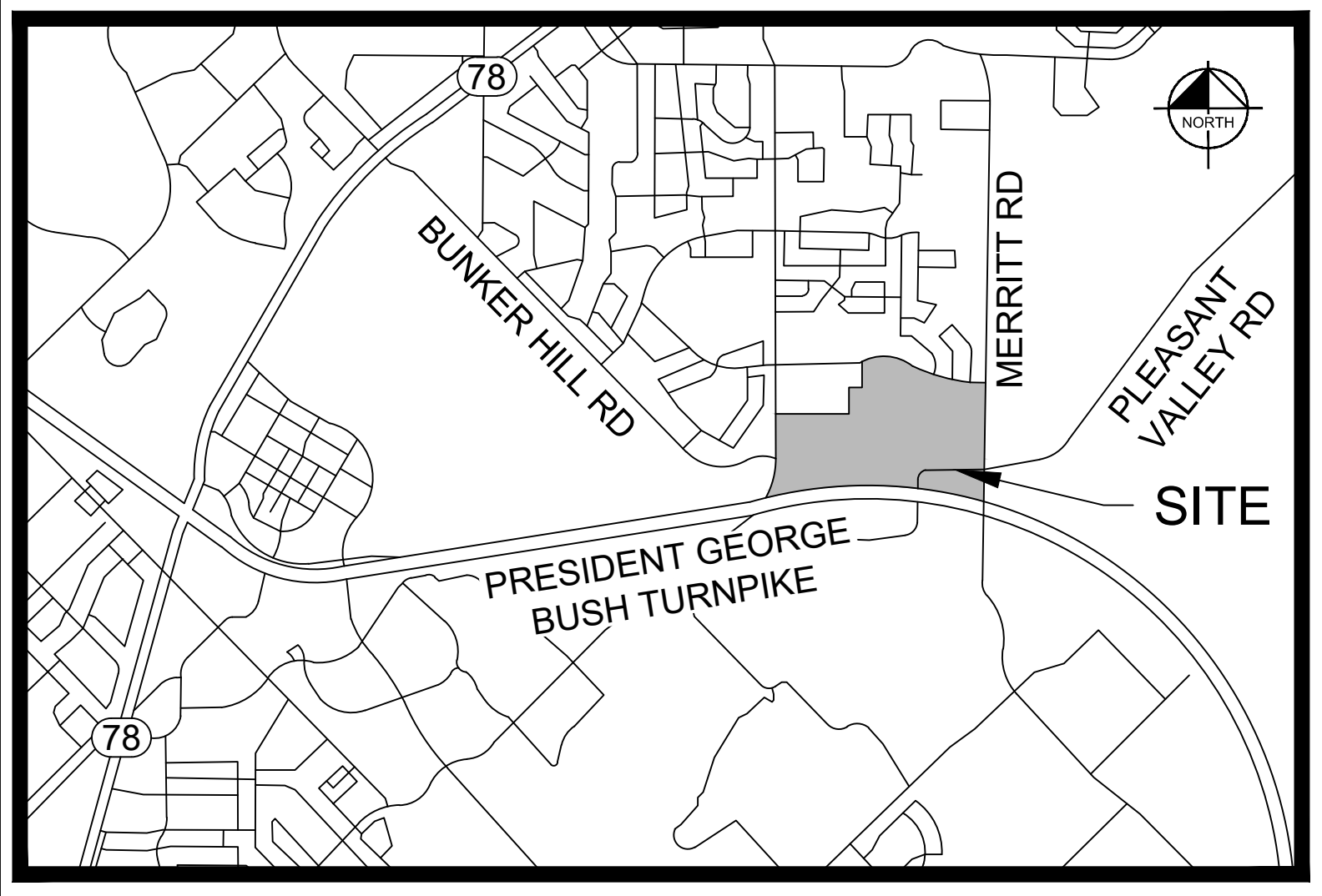
LEGEND	
IMPROVEMENT AREA #3	
SEWER IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



Exhibit C-3
Improvement Area #3 Sewer Improvements

The Station
Sachse, Texas
October 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



GRAPHIC SCALE: N.T.S.

LEGEND	
IMPROVEMENT AREA #3	
DRAINAGE IMPROVEMENTS	
IMPROVEMENT AREA BOUNDARY	



Exhibit C-4
Improvement Area #3 Drainage Improvements

The Station

Sachse, Texas
October 2022

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

THE STATION DEVELOPMENT
IMPROVEMENT AREAS #2 & #3

DRAFT V7 (SUBJECT TO CHANGE)

ENGINEER'S ESTIMATE OF PROBABLE COSTS (EOPC)

DESCRIPTION	IMPROVEMENT AREA #2		IMPROVEMENT AREA #3		TOTALS FOR IMPROVEMENT AREAS #2 & 3		
	BLOCK C		BLOCKS K2(A), K2(B), K2(C), K3, D1, D2, E, F, G1, G2, H1, H2, L1, L2, L3				
	PUBLIC IMPROVEMENTS	PRIVATE IMPROVEMENTS	PUBLIC IMPROVEMENTS	PRIVATE IMPROVEMENTS	PUBLIC IMPROVEMENTS	PRIVATE IMPROVEMENTS	TOTAL ALL IMPROVEMENTS
EXCAVATION & EROSION CONTROL	\$115,839	\$242,453	\$311,991	\$853,099	\$427,830	\$1,095,552	\$1,523,382
SANITARY SEWER SYSTEM	\$146,210	\$0	\$472,232	\$165,629	\$618,442	\$165,629	\$784,071
WATER DISTRIBUTION SYSTEM	\$138,781	\$0	\$553,153	\$674,404	\$691,934	\$674,404	\$1,366,338
STORM SEWER SYSTEM	\$69,409	\$0	\$852,667	\$471,028	\$922,076	\$471,028	\$1,393,104
STREET PAVING	\$508,251	\$0	\$2,220,504	\$1,799,230	\$2,728,756	\$1,799,230	\$4,527,986
LANDSCAPE & HARDSCAPE	\$74,970	\$0	\$720,013	\$325,791	\$794,983	\$325,791	\$1,120,774
MISCELLANEOUS ITEMS	\$167,494	\$50,423	\$1,388,082	\$494,311	\$1,555,576	\$544,734	\$2,100,311
SUB-TOTALS	\$1,220,954	\$292,876	\$6,518,643	\$4,783,491	\$7,739,597	\$5,076,367	\$12,815,964
SOFT COSTS	\$171,517	\$33,780	\$1,106,192	\$301,836	\$1,277,709	\$335,616	\$1,613,325
GRAND TOTALS	\$1,392,471	\$326,656	\$7,624,835	\$5,085,327	\$9,017,306	\$5,411,983	\$14,429,288

APPENDIX B – HERITAGE PARK IMPROVEMENTS

PRELIMINARY HERITAGE PARK BUDGET ESTIMATE

HARD COSTS				
<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
Contractor General Conditions	LS	1	\$656,241	\$ 656,241
Grading, Site Work, Erosion Control & Civil Utility Improvements	LS	1	\$496,223	\$ 496,223
Parking Lot (Subgrade, Pymt, Curbs, Sleeves, Striping, Electrical/Lighting)	SF	27,886	\$11.84	\$ 330,236
Pedestrian Bridge Estimate	EA	2	\$184,748	\$ 369,495
Boardwalk and Furnishings	LS	1	\$402,890	\$ 402,890
Train Track Splash Pad (Includes Water Features, Surfacing, Drainage)	LS	1	\$497,985	\$ 497,985
Pavilion and Restroom Building Allowance	Allow	1	\$327,227	\$ 327,227
Site Furniture (Chairs, Benches, Trash Cans, Etc.)	LS	1	\$89,440	\$ 89,440
Custom Water Tower Playground Feature	EA	1	\$330,000	\$ 330,000
Custom Train Playground Feature	EA	1	\$360,000	\$ 360,000
Miscellaneous Playground Equipment (Includes Shipping & Installation)	LS	1	\$426,432	\$ 426,432
Playground Subbase & Surfacing Allowance (PIP, Wood Fiber, Artificial Turf)	Allow	1	\$273,075	\$ 273,075
Shade Sail Estimate	SF	2,500	\$40.00	\$ 100,000
Trail System Flatwork Allowance	Allow	1	\$271,252	\$ 271,252
Amphitheater Stonework & Walls	LS	1	\$73,545	\$ 73,545
Vertical Stone Slab Wall	LF	445	\$481.35	\$ 214,200
Stepped Stone Slab Wall	LF	965	\$210.00	\$ 202,650
Retaining Wall Allowance	Allow	1	\$41,225	\$ 41,225
Landscape Boulders	Tons	417	\$240.00	\$ 100,080
Landscape (Sod, Seed, Planting, Trees)	LS	1	\$402,152	\$ 402,152
Irrigation System Allowance	Allow	1	\$565,000	\$ 565,000
Park Electrical and Lighting Allowance	Allow	1	\$204,510	\$ 204,510
General Contractor Profit	LS	1	\$606,047	\$ 606,047
HARD COST SUBTOTAL				\$ 7,339,906
SOFT COSTS				
<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
Professional Fees	LS	1	\$355,000	\$ 355,000
Construction Management Fee	PER	4%	\$7,339,906	\$ 293,596
Contingency	LS	1	\$733,991	\$ 733,991
SOFT COST SUBTOTAL				\$ 1,382,587
TOTAL HERITAGE PARK BUDGET ESTIMATE			\$	8,722,493

APPENDIX C-1 – IMPROVEMENT AREA #1 BLOCK A SINGLE FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 SINGLE FAMILY LOT PRINCIPAL ASSESSMENT:
\$32,395**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 SINGLE FAMILY LOTS

Installments Due January 31,	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment ³
	Principal	Interest ¹	Additional Interest	Principal	Interest ²	Additional Interest		
2023	\$ 405.37	\$ 707.80	\$ 94.97	\$ 196.89	\$ 804.02	\$ 67.00	\$ 274.15	\$ 2,550.21
2024	\$ 419.85	\$ 697.67	\$ 92.95	\$ 208.48	\$ 792.21	\$ 66.02	\$ 170.40	\$ 2,447.56
2025	\$ 434.32	\$ 687.17	\$ 90.85	\$ 220.06	\$ 779.70	\$ 64.97	\$ 173.81	\$ 2,450.88
2026	\$ 434.32	\$ 676.32	\$ 88.67	\$ 231.64	\$ 766.50	\$ 63.87	\$ 177.28	\$ 2,438.61
2027	\$ 448.80	\$ 662.20	\$ 86.50	\$ 246.12	\$ 752.60	\$ 62.72	\$ 180.83	\$ 2,439.76
2028	\$ 463.28	\$ 647.61	\$ 84.26	\$ 260.59	\$ 737.83	\$ 61.49	\$ 184.44	\$ 2,439.51
2029	\$ 492.23	\$ 632.56	\$ 81.94	\$ 277.97	\$ 722.19	\$ 60.18	\$ 188.13	\$ 2,455.21
2030	\$ 506.71	\$ 616.56	\$ 79.48	\$ 292.45	\$ 705.52	\$ 58.79	\$ 191.90	\$ 2,451.40
2031	\$ 521.19	\$ 600.09	\$ 76.95	\$ 312.71	\$ 687.97	\$ 57.33	\$ 195.73	\$ 2,451.98
2032	\$ 535.67	\$ 580.55	\$ 74.34	\$ 330.09	\$ 669.21	\$ 55.77	\$ 199.65	\$ 2,445.26
2033	\$ 564.62	\$ 560.46	\$ 71.66	\$ 350.35	\$ 649.40	\$ 54.12	\$ 203.64	\$ 2,454.26
2034	\$ 579.10	\$ 539.29	\$ 68.84	\$ 370.62	\$ 628.38	\$ 52.37	\$ 207.71	\$ 2,446.31
2035	\$ 608.05	\$ 517.57	\$ 65.94	\$ 393.79	\$ 606.14	\$ 50.51	\$ 211.87	\$ 2,453.88
2036	\$ 622.53	\$ 494.77	\$ 62.90	\$ 416.95	\$ 582.52	\$ 48.54	\$ 216.11	\$ 2,444.32
2037	\$ 651.49	\$ 471.42	\$ 59.79	\$ 443.01	\$ 557.50	\$ 46.46	\$ 220.43	\$ 2,450.10
2038	\$ 680.44	\$ 446.99	\$ 56.53	\$ 469.07	\$ 530.92	\$ 44.24	\$ 224.84	\$ 2,453.04
2039	\$ 709.40	\$ 421.48	\$ 53.13	\$ 495.13	\$ 502.77	\$ 41.90	\$ 229.33	\$ 2,453.14
2040	\$ 723.87	\$ 394.87	\$ 49.59	\$ 526.98	\$ 473.07	\$ 39.42	\$ 233.92	\$ 2,441.72
2041	\$ 752.83	\$ 367.73	\$ 45.97	\$ 558.83	\$ 441.45	\$ 36.79	\$ 238.60	\$ 2,442.19
2042	\$ 796.26	\$ 337.61	\$ 42.20	\$ 590.68	\$ 407.92	\$ 33.99	\$ 243.37	\$ 2,452.04
2043	\$ 825.22	\$ 305.76	\$ 38.22	\$ 628.32	\$ 372.48	\$ 31.04	\$ 248.24	\$ 2,449.28
2044	\$ 854.17	\$ 272.76	\$ 34.09	\$ 665.96	\$ 334.78	\$ 27.90	\$ 253.20	\$ 2,442.86
2045	\$ 897.60	\$ 238.59	\$ 29.82	\$ 703.61	\$ 294.82	\$ 24.57	\$ 258.27	\$ 2,447.28
2046	\$ 926.56	\$ 202.68	\$ 25.34	\$ 747.04	\$ 252.60	\$ 21.05	\$ 263.43	\$ 2,438.70
2047	\$ 969.99	\$ 165.62	\$ 20.70	\$ 790.47	\$ 207.78	\$ 17.32	\$ 268.70	\$ 2,440.58
2048	\$ 1,013.42	\$ 126.82	\$ 15.85	\$ 839.69	\$ 160.35	\$ 13.36	\$ 274.07	\$ 2,443.58
2049	\$ 1,056.86	\$ 86.29	\$ 10.79	\$ 888.92	\$ 109.97	\$ 9.16	\$ 279.56	\$ 2,441.54
2050	\$ 1,100.29	\$ 44.01	\$ 5.50	\$ 943.93	\$ 56.64	\$ 4.72	\$ 285.15	\$ 2,440.24
Total	\$ 18,994.45	\$ 12,503.25	\$ 1,607.80	\$ 13,400.35	\$ 14,587.22	\$ 1,215.60	\$ 6,296.75	\$ 68,605.42

¹ Interest for the Improvement Area #1 Initial Bonds is calculated at a 2.50%, 3.25%, 3.75%, and 4.00% interest rate for bonds with a maturity of 9/15/2025, 2030, 2040, and 2050 respectively.

² Interest for the Improvement Area #1 Additional Bonds is calculated at a 5.75% interest rate for illustrative purposes.

³ Before application of the TIRZ No. 2 Annual Credit Amount.

Note: 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.

APPENDIX C-2 – IMPROVEMENT AREA #1 BLOCK A TOWNHOME BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 TOWNHOME LOT PRINCIPAL ASSESSMENT: \$21,643

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 TOWNHOME LOTS

Installments Due January 31,	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment ³
	Principal	Interest ¹	Additional Interest	Principal	Interest ²	Additional Interest		
2023	\$ 270.82	\$ 472.88	\$ 63.45	\$ 131.54	\$ 537.16	\$ 44.76	\$ 183.16	\$ 1,703.78
2024	\$ 280.50	\$ 466.11	\$ 62.10	\$ 139.28	\$ 529.27	\$ 44.11	\$ 113.84	\$ 1,635.20
2025	\$ 290.17	\$ 459.10	\$ 60.69	\$ 147.02	\$ 520.91	\$ 43.41	\$ 116.12	\$ 1,637.42
2026	\$ 290.17	\$ 451.84	\$ 59.24	\$ 154.76	\$ 512.09	\$ 42.67	\$ 118.44	\$ 1,629.22
2027	\$ 299.84	\$ 442.41	\$ 57.79	\$ 164.43	\$ 502.81	\$ 41.90	\$ 120.81	\$ 1,629.99
2028	\$ 309.51	\$ 432.67	\$ 56.29	\$ 174.10	\$ 492.94	\$ 41.08	\$ 123.23	\$ 1,629.82
2029	\$ 328.86	\$ 422.61	\$ 54.75	\$ 185.71	\$ 482.49	\$ 40.21	\$ 125.69	\$ 1,640.31
2030	\$ 338.53	\$ 411.92	\$ 53.10	\$ 195.38	\$ 471.35	\$ 39.28	\$ 128.20	\$ 1,637.77
2031	\$ 348.20	\$ 400.92	\$ 51.41	\$ 208.92	\$ 459.63	\$ 38.30	\$ 130.77	\$ 1,638.15
2032	\$ 357.88	\$ 387.86	\$ 49.67	\$ 220.53	\$ 447.09	\$ 37.26	\$ 133.38	\$ 1,633.67
2033	\$ 377.22	\$ 374.44	\$ 47.88	\$ 234.07	\$ 433.86	\$ 36.16	\$ 136.05	\$ 1,639.68
2034	\$ 386.89	\$ 360.29	\$ 45.99	\$ 247.61	\$ 419.82	\$ 34.98	\$ 138.77	\$ 1,634.36
2035	\$ 406.24	\$ 345.79	\$ 44.06	\$ 263.09	\$ 404.96	\$ 33.75	\$ 141.55	\$ 1,639.42
2036	\$ 415.91	\$ 330.55	\$ 42.03	\$ 278.56	\$ 389.18	\$ 32.43	\$ 144.38	\$ 1,633.04
2037	\$ 435.25	\$ 314.95	\$ 39.95	\$ 295.97	\$ 372.46	\$ 31.04	\$ 147.27	\$ 1,636.89
2038	\$ 454.60	\$ 298.63	\$ 37.77	\$ 313.38	\$ 354.70	\$ 29.56	\$ 150.21	\$ 1,638.86
2039	\$ 473.94	\$ 281.59	\$ 35.50	\$ 330.79	\$ 335.90	\$ 27.99	\$ 153.22	\$ 1,638.93
2040	\$ 483.62	\$ 263.81	\$ 33.13	\$ 352.07	\$ 316.05	\$ 26.34	\$ 156.28	\$ 1,631.30
2041	\$ 502.96	\$ 245.68	\$ 30.71	\$ 373.35	\$ 294.93	\$ 24.58	\$ 159.41	\$ 1,631.61
2042	\$ 531.98	\$ 225.56	\$ 28.19	\$ 394.63	\$ 272.53	\$ 22.71	\$ 162.59	\$ 1,638.19
2043	\$ 551.32	\$ 204.28	\$ 25.53	\$ 419.78	\$ 248.85	\$ 20.74	\$ 165.85	\$ 1,636.35
2044	\$ 570.67	\$ 182.23	\$ 22.78	\$ 444.93	\$ 223.66	\$ 18.64	\$ 169.16	\$ 1,632.06
2045	\$ 599.68	\$ 159.40	\$ 19.92	\$ 470.07	\$ 196.97	\$ 16.41	\$ 172.55	\$ 1,635.01
2046	\$ 619.03	\$ 135.41	\$ 16.93	\$ 499.09	\$ 168.76	\$ 14.06	\$ 176.00	\$ 1,629.28
2047	\$ 648.05	\$ 110.65	\$ 13.83	\$ 528.11	\$ 138.82	\$ 11.57	\$ 179.52	\$ 1,630.54
2048	\$ 677.06	\$ 84.73	\$ 10.59	\$ 560.99	\$ 107.13	\$ 8.93	\$ 183.11	\$ 1,632.54
2049	\$ 706.08	\$ 57.65	\$ 7.21	\$ 593.88	\$ 73.47	\$ 6.12	\$ 186.77	\$ 1,631.17
2050	\$ 735.10	\$ 29.40	\$ 3.68	\$ 630.63	\$ 37.84	\$ 3.15	\$ 190.50	\$ 1,630.31
Total	\$ 12,690.08	\$ 8,353.35	\$ 1,074.16	\$ 8,952.69	\$ 9,745.63	\$ 812.14	\$ 4,206.82	\$ 45,834.87

¹ Interest for the Improvement Area #1 Initial Bonds is calculated at a 2.50%, 3.25%, 3.75%, and 4.00% interest rate for bonds with a maturity of 9/15/2025, 2030, 2040, and 2050 respectively.

² Interest for the Improvement Area #1 Additional Bonds is calculated at a 5.75% interest rate for illustrative purposes.

³ Before application of the TIRZ No. 2 Annual Credit Amount.

Note: 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.

APPENDIX C-3 – IMPROVEMENT AREA #1 BLOCK B MULTI-FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 BLOCK B PRINCIPAL ASSESSMENT: \$4,312,245

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 BLOCK B

Installments Due January 31,	Improvement Area #1 Initial Bonds			Improvement Area #1 Bonds			Annual Collection Costs	Total Installment ³
	Principal	Interest ¹	Additional Interest	Principal	Interest ²	Additional Interest		
2023	\$ 53,960.88	\$ 94,219.55	\$ 12,642.26	\$ 26,209.57	\$ 107,027.55	\$ 8,918.96	\$ 36,493.62	\$ 339,472.39
2024	\$ 55,888.05	\$ 92,870.53	\$ 12,372.46	\$ 27,751.31	\$ 105,454.98	\$ 8,787.91	\$ 22,682.58	\$ 325,807.82
2025	\$ 57,815.23	\$ 91,473.33	\$ 12,093.02	\$ 29,293.05	\$ 103,789.90	\$ 8,649.16	\$ 23,136.23	\$ 326,249.91
2026	\$ 57,815.23	\$ 90,027.95	\$ 11,803.94	\$ 30,834.79	\$ 102,032.31	\$ 8,502.69	\$ 23,598.96	\$ 324,615.87
2027	\$ 59,742.40	\$ 88,148.95	\$ 11,514.87	\$ 32,761.96	\$ 100,182.23	\$ 8,348.52	\$ 24,070.94	\$ 324,769.87
2028	\$ 61,669.58	\$ 86,207.32	\$ 11,216.15	\$ 34,689.14	\$ 98,216.51	\$ 8,184.71	\$ 24,552.36	\$ 324,735.77
2029	\$ 65,523.93	\$ 84,203.06	\$ 10,907.81	\$ 37,001.75	\$ 96,135.16	\$ 8,011.26	\$ 25,043.40	\$ 326,826.37
2030	\$ 67,451.10	\$ 82,073.53	\$ 10,580.19	\$ 38,928.92	\$ 93,915.06	\$ 7,826.25	\$ 25,544.27	\$ 326,319.32
2031	\$ 69,378.27	\$ 79,881.37	\$ 10,242.93	\$ 41,626.96	\$ 91,579.32	\$ 7,631.61	\$ 26,055.16	\$ 326,395.63
2032	\$ 71,305.45	\$ 77,279.69	\$ 9,896.04	\$ 43,939.57	\$ 89,081.70	\$ 7,423.48	\$ 26,576.26	\$ 325,502.19
2033	\$ 75,159.80	\$ 74,605.73	\$ 9,539.51	\$ 46,637.62	\$ 86,445.33	\$ 7,203.78	\$ 27,107.79	\$ 326,699.55
2034	\$ 77,086.97	\$ 71,787.24	\$ 9,163.71	\$ 49,335.66	\$ 83,647.07	\$ 6,970.59	\$ 27,649.94	\$ 325,641.19
2035	\$ 80,941.32	\$ 68,896.48	\$ 8,778.28	\$ 52,419.14	\$ 80,686.93	\$ 6,723.91	\$ 28,202.94	\$ 326,649.00
2036	\$ 82,868.49	\$ 65,861.18	\$ 8,373.57	\$ 55,502.62	\$ 77,541.78	\$ 6,461.82	\$ 28,767.00	\$ 325,376.46
2037	\$ 86,722.84	\$ 62,753.61	\$ 7,959.23	\$ 58,971.53	\$ 74,211.63	\$ 6,184.30	\$ 29,342.34	\$ 326,145.49
2038	\$ 90,577.19	\$ 59,501.51	\$ 7,525.62	\$ 62,440.45	\$ 70,673.34	\$ 5,889.44	\$ 29,929.19	\$ 326,536.72
2039	\$ 94,431.54	\$ 56,104.86	\$ 7,072.73	\$ 65,909.36	\$ 66,926.91	\$ 5,577.24	\$ 30,527.77	\$ 326,550.41
2040	\$ 96,358.71	\$ 52,563.68	\$ 6,600.57	\$ 70,149.14	\$ 62,972.35	\$ 5,247.70	\$ 31,138.32	\$ 325,030.47
2041	\$ 100,213.06	\$ 48,950.23	\$ 6,118.78	\$ 74,388.93	\$ 58,763.40	\$ 4,896.95	\$ 31,761.09	\$ 325,092.43
2042	\$ 105,994.59	\$ 44,941.70	\$ 5,617.71	\$ 78,628.71	\$ 54,300.06	\$ 4,525.01	\$ 32,396.31	\$ 326,404.09
2043	\$ 109,848.93	\$ 40,701.92	\$ 5,087.74	\$ 83,639.36	\$ 49,582.34	\$ 4,131.86	\$ 33,044.24	\$ 326,036.40
2044	\$ 113,703.28	\$ 36,307.96	\$ 4,538.50	\$ 88,650.02	\$ 44,563.98	\$ 3,713.66	\$ 33,705.12	\$ 325,182.52
2045	\$ 119,484.81	\$ 31,759.83	\$ 3,969.98	\$ 93,660.67	\$ 39,244.98	\$ 3,270.41	\$ 34,379.23	\$ 325,769.90
2046	\$ 123,339.15	\$ 26,980.44	\$ 3,372.55	\$ 99,442.19	\$ 33,625.34	\$ 2,802.11	\$ 35,066.81	\$ 324,628.60
2047	\$ 129,120.68	\$ 22,046.87	\$ 2,755.86	\$ 105,223.72	\$ 27,658.81	\$ 2,304.90	\$ 35,768.15	\$ 324,878.98
2048	\$ 134,902.20	\$ 16,882.05	\$ 2,110.26	\$ 111,776.11	\$ 21,345.38	\$ 1,778.78	\$ 36,483.51	\$ 325,278.28
2049	\$ 140,683.72	\$ 11,485.96	\$ 1,435.74	\$ 118,328.50	\$ 14,638.82	\$ 1,219.90	\$ 37,213.18	\$ 325,005.82
2050	\$ 146,465.24	\$ 5,858.61	\$ 732.33	\$ 125,651.76	\$ 7,539.11	\$ 628.26	\$ 37,957.44	\$ 324,832.75
Total	\$ 2,528,452.65	\$ 1,664,375.16	\$ 214,022.34	\$ 1,783,792.51	\$ 1,941,782.26	\$ 161,815.19	\$ 838,194.15	\$ 9,132,434.25

¹ Interest for the Improvement Area #1 Initial Bonds is calculated at a 2.50%, 3.25%, 3.75%, and 4.00% interest rate for bonds with a maturity of 9/15/2025, 2030, 2040, and 2050 respectively.

² Interest for the Improvement Area #1 Additional Bonds is calculated at a 5.75% interest rate for illustrative purposes.

³ Before application of the TIRZ No. 2 Annual Credit Amount.

Note: 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.

APPENDIX C-4 – IMPROVEMENT AREA #1 BLOCK K-1 COMMERCIAL 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 BLOCK K-1 PRINCIPAL ASSESSMENT: \$253,689

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 *Sachse Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "*Operations and Maintenance Assessment*") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 BLOCK K-1

Installments Due January 31,	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment ³
	Principal	Interest ¹	Additional Interest	Principal	Interest ²	Additional Interest		
2023	\$ 3,174.52	\$ 5,542.94	\$ 743.74	\$ 1,541.91	\$ 6,296.43	\$ 524.70	\$ 2,146.92	\$ 19,971.16
2024	\$ 3,287.89	\$ 5,463.57	\$ 727.87	\$ 1,632.61	\$ 6,203.92	\$ 516.99	\$ 1,334.42	\$ 19,167.27
2025	\$ 3,401.27	\$ 5,381.38	\$ 711.43	\$ 1,723.31	\$ 6,105.96	\$ 508.83	\$ 1,361.10	\$ 19,193.28
2026	\$ 3,401.27	\$ 5,296.34	\$ 694.43	\$ 1,814.01	\$ 6,002.56	\$ 500.21	\$ 1,388.33	\$ 19,097.15
2027	\$ 3,514.65	\$ 5,185.80	\$ 677.42	\$ 1,927.39	\$ 5,893.72	\$ 491.14	\$ 1,416.09	\$ 19,106.21
2028	\$ 3,628.02	\$ 5,071.58	\$ 659.85	\$ 2,040.76	\$ 5,778.08	\$ 481.51	\$ 1,444.42	\$ 19,104.21
2029	\$ 3,854.77	\$ 4,953.67	\$ 641.71	\$ 2,176.81	\$ 5,655.63	\$ 471.30	\$ 1,473.30	\$ 19,227.20
2030	\$ 3,968.15	\$ 4,828.39	\$ 622.43	\$ 2,290.19	\$ 5,525.02	\$ 460.42	\$ 1,502.77	\$ 19,197.37
2031	\$ 4,081.52	\$ 4,699.42	\$ 602.59	\$ 2,448.91	\$ 5,387.61	\$ 448.97	\$ 1,532.82	\$ 19,201.86
2032	\$ 4,194.90	\$ 4,546.36	\$ 582.18	\$ 2,584.97	\$ 5,240.68	\$ 436.72	\$ 1,563.48	\$ 19,149.29
2033	\$ 4,421.65	\$ 4,389.06	\$ 561.21	\$ 2,743.69	\$ 5,085.58	\$ 423.80	\$ 1,594.75	\$ 19,219.73
2034	\$ 4,535.03	\$ 4,223.24	\$ 539.10	\$ 2,902.42	\$ 4,920.96	\$ 410.08	\$ 1,626.65	\$ 19,157.47
2035	\$ 4,761.78	\$ 4,053.18	\$ 516.43	\$ 3,083.82	\$ 4,746.81	\$ 395.57	\$ 1,659.18	\$ 19,216.76
2036	\$ 4,875.15	\$ 3,874.61	\$ 492.62	\$ 3,265.22	\$ 4,561.78	\$ 380.15	\$ 1,692.36	\$ 19,141.90
2037	\$ 5,101.90	\$ 3,691.80	\$ 468.24	\$ 3,469.30	\$ 4,365.87	\$ 363.82	\$ 1,726.21	\$ 19,187.14
2038	\$ 5,328.66	\$ 3,500.47	\$ 442.73	\$ 3,673.37	\$ 4,157.71	\$ 346.48	\$ 1,760.73	\$ 19,210.16
2039	\$ 5,555.41	\$ 3,300.65	\$ 416.09	\$ 3,877.45	\$ 3,937.31	\$ 328.11	\$ 1,795.95	\$ 19,210.96
2040	\$ 5,668.78	\$ 3,092.32	\$ 388.31	\$ 4,126.87	\$ 3,704.66	\$ 308.72	\$ 1,831.87	\$ 19,121.54
2041	\$ 5,895.53	\$ 2,879.74	\$ 359.97	\$ 4,376.30	\$ 3,457.05	\$ 288.09	\$ 1,868.51	\$ 19,125.19
2042	\$ 6,235.66	\$ 2,643.92	\$ 330.49	\$ 4,625.73	\$ 3,194.47	\$ 266.21	\$ 1,905.88	\$ 19,202.35
2043	\$ 6,462.41	\$ 2,394.49	\$ 299.31	\$ 4,920.50	\$ 2,916.93	\$ 243.08	\$ 1,943.99	\$ 19,180.72
2044	\$ 6,689.16	\$ 2,136.00	\$ 267.00	\$ 5,215.28	\$ 2,621.70	\$ 218.47	\$ 1,982.87	\$ 19,130.49
2045	\$ 7,029.29	\$ 1,868.43	\$ 233.55	\$ 5,510.06	\$ 2,308.78	\$ 192.40	\$ 2,022.53	\$ 19,165.04
2046	\$ 7,256.04	\$ 1,587.26	\$ 198.41	\$ 5,850.18	\$ 1,978.18	\$ 164.85	\$ 2,062.98	\$ 19,097.90
2047	\$ 7,596.17	\$ 1,297.02	\$ 162.13	\$ 6,190.31	\$ 1,627.17	\$ 135.60	\$ 2,104.24	\$ 19,112.63
2048	\$ 7,936.30	\$ 993.17	\$ 124.15	\$ 6,575.79	\$ 1,255.75	\$ 104.65	\$ 2,146.32	\$ 19,136.12
2049	\$ 8,276.42	\$ 675.72	\$ 84.46	\$ 6,961.27	\$ 861.20	\$ 71.77	\$ 2,189.25	\$ 19,120.09
2050	\$ 8,616.55	\$ 344.66	\$ 43.08	\$ 7,392.09	\$ 443.53	\$ 36.96	\$ 2,233.04	\$ 19,109.91
Total	\$ 148,748.87	\$ 97,915.19	\$ 12,590.93	\$ 104,940.51	\$ 114,235.05	\$ 9,519.59	\$ 49,310.96	\$ 537,261.11

¹ Interest for the Improvement Area #1 Initial Bonds is calculated at a 2.50%, 3.25%, 3.75%, and 4.00% interest rate for bonds with a maturity of 9/15/2025, 2030, 2040, and 2050 respectively.

² Interest for the Improvement Area #1 Additional Bonds is calculated at a 5.75% interest rate for illustrative purposes.

³ Before application of the TIRZ No. 2 Annual Credit Amount.

Note: 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.

APPENDIX C-5 – IMPROVEMENT AREA #3 BLOCK K2(A) COMMERCIAL 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 BLOCK K2(A) PRINCIPAL ASSESSMENT: \$392,566

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 *Sachse Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "*Operations and Maintenance Assessment*") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 BLOCK K2(A)

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Total Installment
2023	\$ 2,852.84	\$ 13,593.18	\$ 2,763.59	\$ 9,143.78	\$ 1,357.22	\$ 1,398.37	\$ 31,714.59
2024	\$ 3,038.90	\$ 13,422.01	\$ 2,862.29	\$ 8,995.23	\$ 1,934.75	\$ 1,426.34	\$ 31,679.51
2025	\$ 3,224.95	\$ 13,239.67	\$ 3,059.69	\$ 8,841.39	\$ 1,905.24	\$ 1,454.86	\$ 31,725.80
2026	\$ 3,411.01	\$ 13,046.18	\$ 3,158.39	\$ 8,676.93	\$ 1,873.82	\$ 1,483.96	\$ 31,650.28
2027	\$ 3,628.07	\$ 12,841.52	\$ 3,355.79	\$ 8,507.16	\$ 1,840.97	\$ 1,513.64	\$ 31,687.15
2028	\$ 3,845.14	\$ 12,623.83	\$ 3,454.49	\$ 8,326.79	\$ 1,806.05	\$ 1,543.91	\$ 31,600.21
2029	\$ 4,062.20	\$ 12,393.12	\$ 3,651.88	\$ 8,141.11	\$ 1,769.55	\$ 1,574.79	\$ 31,592.67
2030	\$ 4,310.27	\$ 12,149.39	\$ 3,849.28	\$ 7,944.82	\$ 1,730.98	\$ 1,606.29	\$ 31,591.04
2031	\$ 4,558.35	\$ 11,890.78	\$ 4,046.68	\$ 7,737.92	\$ 1,690.18	\$ 1,638.41	\$ 31,562.33
2032	\$ 4,837.43	\$ 11,617.28	\$ 4,244.08	\$ 7,520.41	\$ 1,647.16	\$ 1,671.18	\$ 31,537.54
2033	\$ 5,147.52	\$ 11,327.03	\$ 4,540.18	\$ 7,292.30	\$ 1,601.75	\$ 1,704.60	\$ 31,613.38
2034	\$ 5,426.60	\$ 11,018.18	\$ 4,737.58	\$ 7,048.26	\$ 1,553.31	\$ 1,738.70	\$ 31,522.63
2035	\$ 5,767.71	\$ 10,692.58	\$ 4,934.98	\$ 6,793.62	\$ 1,502.49	\$ 1,773.47	\$ 31,464.84
2036	\$ 6,108.81	\$ 10,346.52	\$ 5,231.08	\$ 6,528.36	\$ 1,448.98	\$ 1,808.94	\$ 31,472.68
2037	\$ 6,480.92	\$ 9,979.99	\$ 5,527.18	\$ 6,247.19	\$ 1,392.28	\$ 1,845.12	\$ 31,472.67
2038	\$ 6,853.03	\$ 9,591.14	\$ 5,823.28	\$ 5,950.10	\$ 1,332.24	\$ 1,882.02	\$ 31,431.80
2039	\$ 7,287.15	\$ 9,179.95	\$ 6,119.37	\$ 5,637.10	\$ 1,268.86	\$ 1,919.66	\$ 31,412.11
2040	\$ 7,721.28	\$ 8,742.73	\$ 6,415.47	\$ 5,308.19	\$ 1,201.82	\$ 1,958.05	\$ 31,347.55
2041	\$ 8,186.42	\$ 8,279.45	\$ 6,810.27	\$ 4,963.36	\$ 1,131.14	\$ 1,997.22	\$ 31,367.85
2042	\$ 8,682.57	\$ 7,788.26	\$ 7,205.07	\$ 4,580.28	\$ 1,056.16	\$ 2,037.16	\$ 31,349.49
2043	\$ 9,178.71	\$ 7,267.31	\$ 7,599.87	\$ 4,174.99	\$ 976.72	\$ 2,077.90	\$ 31,275.51
2044	\$ 9,736.88	\$ 6,716.59	\$ 7,994.67	\$ 3,747.50	\$ 892.83	\$ 2,119.46	\$ 31,207.92
2045	\$ 10,326.05	\$ 6,132.37	\$ 8,488.16	\$ 3,297.80	\$ 804.17	\$ 2,161.85	\$ 31,210.41
2046	\$ 10,946.24	\$ 5,512.81	\$ 8,981.66	\$ 2,820.34	\$ 710.10	\$ 2,205.09	\$ 31,176.23
2047	\$ 11,597.43	\$ 4,856.04	\$ 9,475.16	\$ 2,315.12	\$ 610.46	\$ 2,249.19	\$ 31,103.39
2048	\$ 12,310.64	\$ 4,160.19	\$ 9,968.66	\$ 1,782.14	\$ 505.10	\$ 2,294.17	\$ 31,020.90
2049	\$ 13,023.85	\$ 3,421.55	\$ 10,560.86	\$ 1,221.41	\$ 393.70	\$ 2,340.06	\$ 30,961.42
2050	\$ 13,830.09	\$ 2,640.12	\$ 11,153.05	\$ 627.36	\$ 275.78	\$ 2,386.86	\$ 30,913.25
2051	\$ 14,636.33	\$ 1,810.32	\$ -	\$ -	\$ 150.86	\$ 917.79	\$ 17,515.29
2052	\$ 15,535.59	\$ 932.14	\$ -	\$ -	\$ 77.68	\$ 936.15	\$ 17,481.55
Total	\$ 226,552.99	\$ 267,212.21	\$ 166,012.70	\$ 164,170.97	\$ 36,442.34	\$ 53,665.20	\$ 914,662.02

¹ Represents Improvement Areas #2-3 Bonds allocable to Block K2(A).

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Block K2(A).

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-6 – IMPROVEMENT AREA #3 BLOCK K2(C) COMMERCIAL 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 BLOCK K2(C) PRINCIPAL ASSESSMENT: \$130,697

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 *Sachse Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "*Operations and Maintenance Assessment*") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 BLOCK K2(C)

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Total Installment
2023	\$ 949.80	\$ 4,525.57	\$ 920.08	\$ 3,044.24	\$ 653.48	\$ 465.56	\$ 10,558.73
2024	\$ 1,011.74	\$ 4,468.59	\$ 952.94	\$ 2,994.78	\$ 644.13	\$ 474.87	\$ 10,547.05
2025	\$ 1,073.68	\$ 4,407.88	\$ 1,018.66	\$ 2,943.56	\$ 634.31	\$ 484.37	\$ 10,562.47
2026	\$ 1,135.63	\$ 4,343.46	\$ 1,051.52	\$ 2,888.81	\$ 623.85	\$ 494.05	\$ 10,537.32
2027	\$ 1,207.89	\$ 4,275.32	\$ 1,117.24	\$ 2,832.29	\$ 612.91	\$ 503.94	\$ 10,549.60
2028	\$ 1,280.16	\$ 4,202.85	\$ 1,150.10	\$ 2,772.24	\$ 601.29	\$ 514.01	\$ 10,520.65
2029	\$ 1,352.43	\$ 4,126.04	\$ 1,215.82	\$ 2,710.42	\$ 589.14	\$ 524.29	\$ 10,518.14
2030	\$ 1,435.02	\$ 4,044.89	\$ 1,281.54	\$ 2,645.07	\$ 576.30	\$ 534.78	\$ 10,517.60
2031	\$ 1,517.61	\$ 3,958.79	\$ 1,347.26	\$ 2,576.19	\$ 562.71	\$ 545.48	\$ 10,508.04
2032	\$ 1,610.52	\$ 3,867.74	\$ 1,412.98	\$ 2,503.77	\$ 548.39	\$ 556.39	\$ 10,499.79
2033	\$ 1,713.76	\$ 3,771.11	\$ 1,511.56	\$ 2,427.82	\$ 533.27	\$ 567.51	\$ 10,525.04
2034	\$ 1,806.68	\$ 3,668.28	\$ 1,577.28	\$ 2,346.58	\$ 517.14	\$ 578.86	\$ 10,494.82
2035	\$ 1,920.24	\$ 3,559.88	\$ 1,643.00	\$ 2,261.80	\$ 500.22	\$ 590.44	\$ 10,475.58
2036	\$ 2,033.80	\$ 3,444.66	\$ 1,741.58	\$ 2,173.49	\$ 482.41	\$ 602.25	\$ 10,478.19
2037	\$ 2,157.69	\$ 3,322.64	\$ 1,840.16	\$ 2,079.88	\$ 463.53	\$ 614.29	\$ 10,478.19
2038	\$ 2,281.58	\$ 3,193.17	\$ 1,938.74	\$ 1,980.97	\$ 443.54	\$ 626.58	\$ 10,464.58
2039	\$ 2,426.11	\$ 3,056.28	\$ 2,037.32	\$ 1,876.76	\$ 422.44	\$ 639.11	\$ 10,458.03
2040	\$ 2,570.65	\$ 2,910.71	\$ 2,135.90	\$ 1,767.25	\$ 400.12	\$ 651.89	\$ 10,436.53
2041	\$ 2,725.50	\$ 2,756.47	\$ 2,267.34	\$ 1,652.45	\$ 376.59	\$ 664.93	\$ 10,443.29
2042	\$ 2,890.69	\$ 2,592.94	\$ 2,398.78	\$ 1,524.91	\$ 351.63	\$ 678.23	\$ 10,437.18
2043	\$ 3,055.87	\$ 2,419.50	\$ 2,530.22	\$ 1,389.98	\$ 325.18	\$ 691.80	\$ 10,412.55
2044	\$ 3,241.70	\$ 2,236.15	\$ 2,661.66	\$ 1,247.65	\$ 297.25	\$ 705.63	\$ 10,390.05
2045	\$ 3,437.85	\$ 2,041.65	\$ 2,825.96	\$ 1,097.94	\$ 267.73	\$ 719.74	\$ 10,390.87
2046	\$ 3,644.33	\$ 1,835.38	\$ 2,990.26	\$ 938.98	\$ 236.41	\$ 734.14	\$ 10,379.50
2047	\$ 3,861.13	\$ 1,616.72	\$ 3,154.56	\$ 770.77	\$ 203.24	\$ 748.82	\$ 10,355.25
2048	\$ 4,098.58	\$ 1,385.05	\$ 3,318.86	\$ 593.33	\$ 168.16	\$ 763.80	\$ 10,327.78
2049	\$ 4,336.03	\$ 1,139.14	\$ 3,516.02	\$ 406.64	\$ 131.07	\$ 779.07	\$ 10,307.98
2050	\$ 4,604.45	\$ 878.97	\$ 3,713.18	\$ 208.87	\$ 91.81	\$ 794.66	\$ 10,291.94
2051	\$ 4,872.87	\$ 602.71	\$ -	\$ -	\$ 50.23	\$ 305.56	\$ 5,831.36
2052	\$ 5,172.26	\$ 310.34	\$ -	\$ -	\$ 25.86	\$ 311.67	\$ 5,820.13
Total	\$ 75,426.24	\$ 88,962.90	\$ 55,270.57	\$ 54,657.40	\$ 12,334.37	\$ 17,866.74	\$ 304,518.23

¹ Represents Improvement Areas #2-3 Bonds allocable to Block K2(C).

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Block K2(C).

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-7 – IMPROVEMENT AREA #2 BLOCK C SINGLE FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 BLOCK C SINGLE FAMILY PRINCIPAL ASSESSMENT:
\$1,930,944**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 BLOCK C SINGLE FAMILY

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Total Installment
2023	\$ 14,033	\$ 66,862	\$ 13,593	\$ 44,976	\$ 9,655	\$ 6,878	\$ 155,997
2024	\$ 14,948	\$ 66,020	\$ 14,079	\$ 44,246	\$ 9,517	\$ 7,016	\$ 155,824
2025	\$ 15,863	\$ 65,123	\$ 15,050	\$ 43,489	\$ 9,371	\$ 7,156	\$ 156,052
2026	\$ 16,778	\$ 64,171	\$ 15,535	\$ 42,680	\$ 9,217	\$ 7,299	\$ 155,681
2027	\$ 17,846	\$ 63,165	\$ 16,506	\$ 41,845	\$ 9,055	\$ 7,445	\$ 155,862
2028	\$ 18,913	\$ 62,094	\$ 16,992	\$ 40,958	\$ 8,884	\$ 7,594	\$ 155,434
2029	\$ 19,981	\$ 60,959	\$ 17,963	\$ 40,044	\$ 8,704	\$ 7,746	\$ 155,397
2030	\$ 21,201	\$ 59,760	\$ 18,934	\$ 39,079	\$ 8,514	\$ 7,901	\$ 155,389
2031	\$ 22,422	\$ 58,488	\$ 19,905	\$ 38,061	\$ 8,314	\$ 8,059	\$ 155,248
2032	\$ 23,794	\$ 57,143	\$ 20,876	\$ 36,991	\$ 8,102	\$ 8,220	\$ 155,126
2033	\$ 25,320	\$ 55,715	\$ 22,332	\$ 35,869	\$ 7,879	\$ 8,385	\$ 155,499
2034	\$ 26,692	\$ 54,196	\$ 23,303	\$ 34,669	\$ 7,640	\$ 8,552	\$ 155,053
2035	\$ 28,370	\$ 52,594	\$ 24,274	\$ 33,416	\$ 7,390	\$ 8,723	\$ 154,769
2036	\$ 30,048	\$ 50,892	\$ 25,731	\$ 32,112	\$ 7,127	\$ 8,898	\$ 154,807
2037	\$ 31,878	\$ 49,089	\$ 27,187	\$ 30,729	\$ 6,848	\$ 9,076	\$ 154,807
2038	\$ 33,709	\$ 47,177	\$ 28,643	\$ 29,267	\$ 6,553	\$ 9,257	\$ 154,606
2039	\$ 35,844	\$ 45,154	\$ 30,100	\$ 27,728	\$ 6,241	\$ 9,442	\$ 154,509
2040	\$ 37,979	\$ 43,004	\$ 31,556	\$ 26,110	\$ 5,912	\$ 9,631	\$ 154,192
2041	\$ 40,267	\$ 40,725	\$ 33,498	\$ 24,414	\$ 5,564	\$ 9,824	\$ 154,292
2042	\$ 42,708	\$ 38,309	\$ 35,440	\$ 22,529	\$ 5,195	\$ 10,020	\$ 154,201
2043	\$ 45,148	\$ 35,746	\$ 37,382	\$ 20,536	\$ 4,804	\$ 10,221	\$ 153,837
2044	\$ 47,894	\$ 33,037	\$ 39,324	\$ 18,433	\$ 4,392	\$ 10,425	\$ 153,505
2045	\$ 50,792	\$ 30,164	\$ 41,751	\$ 16,221	\$ 3,956	\$ 10,634	\$ 153,517
2046	\$ 53,842	\$ 27,116	\$ 44,179	\$ 13,873	\$ 3,493	\$ 10,846	\$ 153,349
2047	\$ 57,045	\$ 23,886	\$ 46,606	\$ 11,388	\$ 3,003	\$ 11,063	\$ 152,991
2048	\$ 60,553	\$ 20,463	\$ 49,034	\$ 8,766	\$ 2,484	\$ 11,285	\$ 152,585
2049	\$ 64,061	\$ 16,830	\$ 51,947	\$ 6,008	\$ 1,937	\$ 11,510	\$ 152,292
2050	\$ 68,027	\$ 12,986	\$ 54,859	\$ 3,086	\$ 1,356	\$ 11,740	\$ 152,055
2051	\$ 71,993	\$ 8,905	\$ -	\$ -	\$ 742	\$ 4,514	\$ 86,154
2052	\$ 76,416	\$ 4,585	\$ -	\$ -	\$ 382	\$ 4,605	\$ 85,988
Total	\$ 1,114,364	\$ 1,314,358	\$ 816,580	\$ 807,521	\$ 182,231	\$ 263,967	\$ 4,499,020

¹ Represents Improvement Areas #2-3 Bonds allocable to Improvement Area #2.

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Improvement Area #2.

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-8 – IMPROVEMENT AREA #3 BLOCK D1 MULTI-FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 BLOCK D1 PRINCIPAL ASSESSMENT: \$3,667,671

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #4 BLOCK D1

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 18,529.72	\$ 88,290.09	\$ 36,559.30	\$ 120,962.32	\$ 18,338.35	\$ 14,949.18	\$ 297,628.96
2024	\$ 19,738.18	\$ 87,178.30	\$ 37,864.99	\$ 118,997.26	\$ 18,062.91	\$ 15,248.16	\$ 297,089.80
2025	\$ 20,946.64	\$ 85,994.01	\$ 40,476.37	\$ 116,962.01	\$ 17,774.89	\$ 15,553.13	\$ 297,707.05
2026	\$ 22,155.10	\$ 84,737.22	\$ 41,782.06	\$ 114,786.41	\$ 17,467.78	\$ 15,864.19	\$ 296,792.75
2027	\$ 23,564.97	\$ 83,407.91	\$ 44,393.44	\$ 112,540.62	\$ 17,148.09	\$ 16,181.47	\$ 297,236.50
2028	\$ 24,974.84	\$ 81,994.01	\$ 45,699.12	\$ 110,154.48	\$ 16,808.30	\$ 16,505.10	\$ 296,135.85
2029	\$ 26,384.71	\$ 80,495.52	\$ 48,310.50	\$ 107,698.15	\$ 16,454.93	\$ 16,835.20	\$ 296,179.02
2030	\$ 27,995.99	\$ 78,912.44	\$ 50,921.88	\$ 105,101.46	\$ 16,081.45	\$ 17,171.91	\$ 296,185.13
2031	\$ 29,607.27	\$ 77,232.68	\$ 53,533.26	\$ 102,364.41	\$ 15,686.87	\$ 17,515.35	\$ 295,939.83
2032	\$ 31,419.96	\$ 75,456.24	\$ 56,144.64	\$ 99,486.99	\$ 15,271.16	\$ 17,865.65	\$ 295,644.65
2033	\$ 33,434.06	\$ 73,571.04	\$ 60,061.71	\$ 96,469.22	\$ 14,833.34	\$ 18,222.97	\$ 296,592.34
2034	\$ 35,246.75	\$ 71,565.00	\$ 62,673.08	\$ 93,240.90	\$ 14,365.86	\$ 18,587.43	\$ 295,679.03
2035	\$ 37,462.26	\$ 69,450.20	\$ 65,284.46	\$ 89,872.22	\$ 13,876.26	\$ 18,959.17	\$ 294,904.58
2036	\$ 39,677.77	\$ 67,202.46	\$ 69,201.53	\$ 86,363.18	\$ 13,362.53	\$ 19,338.36	\$ 295,145.83
2037	\$ 42,094.69	\$ 64,821.79	\$ 73,118.60	\$ 82,643.60	\$ 12,818.13	\$ 19,725.12	\$ 295,221.94
2038	\$ 44,511.61	\$ 62,296.11	\$ 77,035.67	\$ 78,713.48	\$ 12,242.06	\$ 20,119.63	\$ 294,918.56
2039	\$ 47,331.35	\$ 59,625.42	\$ 80,952.73	\$ 74,572.81	\$ 11,634.33	\$ 20,522.02	\$ 294,638.66
2040	\$ 50,151.09	\$ 56,785.54	\$ 84,869.80	\$ 70,221.60	\$ 10,992.91	\$ 20,932.46	\$ 293,953.40
2041	\$ 53,172.24	\$ 53,776.47	\$ 90,092.56	\$ 65,659.85	\$ 10,317.80	\$ 21,351.11	\$ 294,370.03
2042	\$ 56,394.80	\$ 50,586.14	\$ 95,315.32	\$ 60,592.14	\$ 9,601.48	\$ 21,778.13	\$ 294,268.01
2043	\$ 59,617.36	\$ 47,202.45	\$ 100,538.07	\$ 55,230.66	\$ 8,842.93	\$ 22,213.69	\$ 293,645.16
2044	\$ 63,242.74	\$ 43,625.41	\$ 105,760.83	\$ 49,575.39	\$ 8,042.15	\$ 22,657.97	\$ 292,904.49
2045	\$ 67,069.53	\$ 39,830.84	\$ 112,289.28	\$ 43,626.34	\$ 7,197.13	\$ 23,111.13	\$ 293,124.25
2046	\$ 71,097.73	\$ 35,806.67	\$ 118,817.72	\$ 37,310.07	\$ 6,300.34	\$ 23,573.35	\$ 292,905.88
2047	\$ 75,327.34	\$ 31,540.81	\$ 125,346.17	\$ 30,626.57	\$ 5,350.76	\$ 24,044.82	\$ 292,236.47
2048	\$ 79,959.77	\$ 27,021.17	\$ 131,874.62	\$ 23,575.85	\$ 4,347.40	\$ 24,525.71	\$ 291,304.51
2049	\$ 84,592.20	\$ 22,223.58	\$ 139,708.75	\$ 16,157.90	\$ 3,288.22	\$ 25,016.23	\$ 290,986.89
2050	\$ 89,828.86	\$ 17,148.05	\$ 147,542.89	\$ 8,299.29	\$ 2,166.72	\$ 25,516.55	\$ 290,502.35
2051	\$ 95,065.52	\$ 11,758.32	\$ -	\$ -	\$ 979.86	\$ 5,961.21	\$ 113,764.91
2052	\$ 100,906.41	\$ 6,054.38	\$ -	\$ -	\$ 504.53	\$ 6,080.44	\$ 113,545.77
Total	\$ 1,471,501.46	\$ 1,735,590.25	\$ 2,196,169.35	\$ 2,171,805.19	\$ 340,159.49	\$ 565,926.85	\$ 8,481,152.59

¹ Represents Improvement Areas #2-3 Bonds allocable to Block D1.

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Block D1.

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-9 – IMPROVEMENT AREA #3 BLOCK F MULTI-FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 BLOCK F PRINCIPAL ASSESSMENT: \$3,374,720

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 *Sachse Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "*Operations and Maintenance Assessment*") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 BLOCK F

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 24,524.68	\$ 116,854.76	\$ 23,757.39	\$ 78,605.14	\$ 16,873.60	\$ 12,021.18	\$ 272,636.75
2024	\$ 26,124.11	\$ 115,383.28	\$ 24,605.87	\$ 77,328.18	\$ 16,632.19	\$ 12,261.60	\$ 272,335.24
2025	\$ 27,723.55	\$ 113,815.84	\$ 26,302.82	\$ 76,005.62	\$ 16,378.54	\$ 12,506.84	\$ 272,733.20
2026	\$ 29,322.99	\$ 112,152.42	\$ 27,151.30	\$ 74,591.84	\$ 16,108.41	\$ 12,756.97	\$ 272,083.93
2027	\$ 31,188.99	\$ 110,393.04	\$ 28,848.26	\$ 73,132.46	\$ 15,826.04	\$ 13,012.11	\$ 272,400.90
2028	\$ 33,055.00	\$ 108,521.70	\$ 29,696.74	\$ 71,581.86	\$ 15,525.85	\$ 13,272.35	\$ 271,653.51
2029	\$ 34,921.01	\$ 106,538.40	\$ 31,393.69	\$ 69,985.66	\$ 15,212.09	\$ 13,537.80	\$ 271,588.66
2030	\$ 37,053.59	\$ 104,443.14	\$ 33,090.65	\$ 68,298.25	\$ 14,880.52	\$ 13,808.56	\$ 271,574.71
2031	\$ 39,186.17	\$ 102,219.93	\$ 34,787.61	\$ 66,519.63	\$ 14,529.80	\$ 14,084.73	\$ 271,327.86
2032	\$ 41,585.33	\$ 99,868.76	\$ 36,484.56	\$ 64,649.80	\$ 14,159.93	\$ 14,366.42	\$ 271,114.79
2033	\$ 44,251.05	\$ 97,373.64	\$ 39,030.00	\$ 62,688.75	\$ 13,769.58	\$ 14,653.75	\$ 271,766.77
2034	\$ 46,650.20	\$ 94,718.57	\$ 40,726.95	\$ 60,590.89	\$ 13,353.17	\$ 14,946.83	\$ 270,986.62
2035	\$ 49,582.50	\$ 91,919.56	\$ 42,423.91	\$ 58,401.82	\$ 12,916.29	\$ 15,245.76	\$ 270,489.84
2036	\$ 52,514.80	\$ 88,944.61	\$ 44,969.35	\$ 56,121.53	\$ 12,456.25	\$ 15,550.68	\$ 270,557.22
2037	\$ 55,713.67	\$ 85,793.72	\$ 47,514.78	\$ 53,704.43	\$ 11,968.83	\$ 15,861.69	\$ 270,557.13
2038	\$ 58,912.54	\$ 82,450.90	\$ 50,060.21	\$ 51,150.51	\$ 11,452.69	\$ 16,178.93	\$ 270,205.79
2039	\$ 62,644.56	\$ 78,916.15	\$ 52,605.65	\$ 48,459.77	\$ 10,907.83	\$ 16,502.50	\$ 270,036.46
2040	\$ 66,376.58	\$ 75,157.48	\$ 55,151.08	\$ 45,632.22	\$ 10,331.58	\$ 16,832.55	\$ 269,481.49
2041	\$ 70,375.17	\$ 71,174.88	\$ 58,545.00	\$ 42,667.85	\$ 9,723.94	\$ 17,169.21	\$ 269,656.04
2042	\$ 74,640.33	\$ 66,952.37	\$ 61,938.91	\$ 39,374.69	\$ 9,079.34	\$ 17,512.59	\$ 269,498.23
2043	\$ 78,905.49	\$ 62,473.95	\$ 65,332.82	\$ 35,890.63	\$ 8,396.44	\$ 17,862.84	\$ 268,862.17
2044	\$ 83,703.80	\$ 57,739.62	\$ 68,726.74	\$ 32,215.66	\$ 7,675.25	\$ 18,220.10	\$ 268,281.16
2045	\$ 88,768.67	\$ 52,717.40	\$ 72,969.13	\$ 28,349.78	\$ 6,913.10	\$ 18,584.50	\$ 268,302.57
2046	\$ 94,100.13	\$ 47,391.28	\$ 77,211.52	\$ 24,245.26	\$ 6,104.41	\$ 18,956.19	\$ 268,008.78
2047	\$ 99,698.15	\$ 41,745.27	\$ 81,453.91	\$ 19,902.12	\$ 5,247.85	\$ 19,335.31	\$ 267,382.61
2048	\$ 105,829.32	\$ 35,763.38	\$ 85,696.30	\$ 15,320.33	\$ 4,342.09	\$ 19,722.02	\$ 266,673.44
2049	\$ 111,960.49	\$ 29,413.62	\$ 90,787.17	\$ 10,499.92	\$ 3,384.46	\$ 20,116.46	\$ 266,162.12
2050	\$ 118,891.38	\$ 22,695.99	\$ 95,878.04	\$ 5,393.14	\$ 2,370.72	\$ 20,518.79	\$ 265,748.06
2051	\$ 125,822.27	\$ 15,562.51	\$ -	\$ -	\$ 1,296.88	\$ 7,889.86	\$ 150,571.51
2052	\$ 133,552.87	\$ 8,013.17	\$ -	\$ -	\$ 667.76	\$ 8,047.66	\$ 150,281.46
Total	\$ 1,947,579.39	\$ 2,297,109.38	\$ 1,427,140.35	\$ 1,411,307.75	\$ 318,485.39	\$ 461,336.78	\$ 7,862,959.05

¹ Represents Improvement Areas #2-3 Bonds allocable to Block F.

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Block F.

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-10 – IMPROVEMENT AREA #3 BLOCK G1 COMMERCIAL 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 BLOCK G1 PRINCIPAL ASSESSMENT: \$71,764

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 *Sachse Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "*Operations and Maintenance Assessment*") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 BLOCK G1

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 521.52	\$ 2,484.95	\$ 505.21	\$ 1,671.56	\$ 358.82	\$ 255.63	\$ 5,797.70
2024	\$ 555.54	\$ 2,453.66	\$ 523.25	\$ 1,644.41	\$ 353.69	\$ 260.75	\$ 5,791.29
2025	\$ 589.55	\$ 2,420.33	\$ 559.34	\$ 1,616.28	\$ 348.29	\$ 265.96	\$ 5,799.75
2026	\$ 623.56	\$ 2,384.96	\$ 577.38	\$ 1,586.22	\$ 342.55	\$ 271.28	\$ 5,785.95
2027	\$ 663.24	\$ 2,347.54	\$ 613.47	\$ 1,555.18	\$ 336.55	\$ 276.71	\$ 5,792.69
2028	\$ 702.92	\$ 2,307.75	\$ 631.51	\$ 1,522.21	\$ 330.16	\$ 282.24	\$ 5,776.79
2029	\$ 742.61	\$ 2,265.57	\$ 667.60	\$ 1,488.27	\$ 323.49	\$ 287.89	\$ 5,775.41
2030	\$ 787.96	\$ 2,221.01	\$ 703.68	\$ 1,452.38	\$ 316.44	\$ 293.64	\$ 5,775.12
2031	\$ 833.31	\$ 2,173.74	\$ 739.77	\$ 1,414.56	\$ 308.98	\$ 299.52	\$ 5,769.87
2032	\$ 884.32	\$ 2,123.74	\$ 775.86	\$ 1,374.80	\$ 301.12	\$ 305.51	\$ 5,765.34
2033	\$ 941.01	\$ 2,070.68	\$ 829.98	\$ 1,333.10	\$ 292.81	\$ 311.62	\$ 5,779.20
2034	\$ 992.03	\$ 2,014.22	\$ 866.07	\$ 1,288.48	\$ 283.96	\$ 317.85	\$ 5,762.61
2035	\$ 1,054.39	\$ 1,954.70	\$ 902.16	\$ 1,241.93	\$ 274.67	\$ 324.21	\$ 5,752.05
2036	\$ 1,116.74	\$ 1,891.43	\$ 956.29	\$ 1,193.44	\$ 264.89	\$ 330.69	\$ 5,753.48
2037	\$ 1,184.77	\$ 1,824.43	\$ 1,010.42	\$ 1,142.04	\$ 254.52	\$ 337.30	\$ 5,753.48
2038	\$ 1,252.79	\$ 1,753.34	\$ 1,064.55	\$ 1,087.73	\$ 243.54	\$ 344.05	\$ 5,746.01
2039	\$ 1,332.16	\$ 1,678.18	\$ 1,118.67	\$ 1,030.51	\$ 231.96	\$ 350.93	\$ 5,742.41
2040	\$ 1,411.52	\$ 1,598.25	\$ 1,172.80	\$ 970.38	\$ 219.70	\$ 357.95	\$ 5,730.60
2041	\$ 1,496.55	\$ 1,513.56	\$ 1,244.98	\$ 907.34	\$ 206.78	\$ 365.11	\$ 5,734.32
2042	\$ 1,587.25	\$ 1,423.76	\$ 1,317.15	\$ 837.31	\$ 193.07	\$ 372.41	\$ 5,730.96
2043	\$ 1,677.95	\$ 1,328.53	\$ 1,389.32	\$ 763.23	\$ 178.55	\$ 379.86	\$ 5,717.44
2044	\$ 1,779.99	\$ 1,227.85	\$ 1,461.49	\$ 685.08	\$ 163.22	\$ 387.46	\$ 5,705.08
2045	\$ 1,887.69	\$ 1,121.05	\$ 1,551.71	\$ 602.87	\$ 147.01	\$ 395.20	\$ 5,705.53
2046	\$ 2,001.07	\$ 1,007.79	\$ 1,641.93	\$ 515.58	\$ 129.81	\$ 403.11	\$ 5,699.29
2047	\$ 2,120.11	\$ 887.73	\$ 1,732.14	\$ 423.22	\$ 111.60	\$ 411.17	\$ 5,685.97
2048	\$ 2,250.49	\$ 760.52	\$ 1,822.36	\$ 325.79	\$ 92.34	\$ 419.39	\$ 5,670.89
2049	\$ 2,380.87	\$ 625.49	\$ 1,930.62	\$ 223.28	\$ 71.97	\$ 427.78	\$ 5,660.02
2050	\$ 2,528.26	\$ 482.64	\$ 2,038.88	\$ 114.69	\$ 50.41	\$ 436.34	\$ 5,651.21
2051	\$ 2,675.65	\$ 330.94	\$ -	\$ -	\$ 27.58	\$ 167.78	\$ 3,201.95
2052	\$ 2,840.04	\$ 170.40	\$ -	\$ -	\$ 14.20	\$ 171.14	\$ 3,195.78
Total	\$ 41,415.86	\$ 48,848.72	\$ 30,348.57	\$ 30,011.88	\$ 6,772.69	\$ 9,810.47	\$ 167,208.19

¹ Represents Improvement Areas #2-3 Bonds allocable to Block G1.

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Block G1.

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-11 – IMPROVEMENT AREA #3 BLOCK L3 COMMERCIAL 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 BLOCK L3 PRINCIPAL ASSESSMENT: \$1,438,745

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 BLOCK L3

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 10,455.61	\$ 49,818.72	\$ 10,128.49	\$ 33,511.75	\$ 7,193.73	\$ 5,124.99	\$ 116,233.29
2024	\$ 11,137.50	\$ 49,191.38	\$ 10,490.23	\$ 32,967.34	\$ 7,090.80	\$ 5,227.49	\$ 116,104.75
2025	\$ 11,819.39	\$ 48,523.13	\$ 11,213.69	\$ 32,403.49	\$ 6,982.67	\$ 5,332.04	\$ 116,274.41
2026	\$ 12,501.28	\$ 47,813.97	\$ 11,575.42	\$ 31,800.76	\$ 6,867.50	\$ 5,438.68	\$ 115,997.61
2027	\$ 13,296.81	\$ 47,063.89	\$ 12,298.89	\$ 31,178.58	\$ 6,747.12	\$ 5,547.46	\$ 116,132.74
2028	\$ 14,092.35	\$ 46,266.08	\$ 12,660.62	\$ 30,517.51	\$ 6,619.14	\$ 5,658.41	\$ 115,814.10
2029	\$ 14,887.88	\$ 45,420.54	\$ 13,384.08	\$ 29,837.00	\$ 6,485.37	\$ 5,771.57	\$ 115,786.46
2030	\$ 15,797.07	\$ 44,527.27	\$ 14,107.54	\$ 29,117.61	\$ 6,344.01	\$ 5,887.01	\$ 115,780.51
2031	\$ 16,706.25	\$ 43,579.45	\$ 14,831.01	\$ 28,359.33	\$ 6,194.49	\$ 6,004.75	\$ 115,675.27
2032	\$ 17,729.08	\$ 42,577.07	\$ 15,554.47	\$ 27,562.16	\$ 6,036.80	\$ 6,124.84	\$ 115,584.43
2033	\$ 18,865.56	\$ 41,513.33	\$ 16,639.67	\$ 26,726.11	\$ 5,870.39	\$ 6,247.34	\$ 115,862.39
2034	\$ 19,888.39	\$ 40,381.39	\$ 17,363.13	\$ 25,831.73	\$ 5,692.86	\$ 6,372.28	\$ 115,529.79
2035	\$ 21,138.52	\$ 39,188.09	\$ 18,086.60	\$ 24,898.46	\$ 5,506.60	\$ 6,499.73	\$ 115,318.00
2036	\$ 22,388.65	\$ 37,919.78	\$ 19,171.79	\$ 23,926.31	\$ 5,310.48	\$ 6,629.72	\$ 115,346.72
2037	\$ 23,752.42	\$ 36,576.46	\$ 20,256.99	\$ 22,895.82	\$ 5,102.68	\$ 6,762.32	\$ 115,346.68
2038	\$ 25,116.20	\$ 35,151.31	\$ 21,342.18	\$ 21,807.01	\$ 4,882.63	\$ 6,897.57	\$ 115,196.90
2039	\$ 26,707.27	\$ 33,644.34	\$ 22,427.38	\$ 20,659.87	\$ 4,650.34	\$ 7,035.52	\$ 115,124.71
2040	\$ 28,298.34	\$ 32,041.91	\$ 23,512.57	\$ 19,454.39	\$ 4,404.66	\$ 7,176.23	\$ 114,888.11
2041	\$ 30,003.06	\$ 30,344.00	\$ 24,959.50	\$ 18,190.59	\$ 4,145.61	\$ 7,319.75	\$ 114,962.52
2042	\$ 31,821.43	\$ 28,543.82	\$ 26,406.43	\$ 16,786.62	\$ 3,870.80	\$ 7,466.15	\$ 114,895.24
2043	\$ 33,639.80	\$ 26,634.54	\$ 27,853.36	\$ 15,301.26	\$ 3,579.66	\$ 7,615.47	\$ 114,624.07
2044	\$ 35,685.46	\$ 24,616.15	\$ 29,300.29	\$ 13,734.51	\$ 3,272.19	\$ 7,767.78	\$ 114,376.37
2045	\$ 37,844.77	\$ 22,475.02	\$ 31,108.94	\$ 12,086.37	\$ 2,947.26	\$ 7,923.13	\$ 114,385.50
2046	\$ 40,117.73	\$ 20,204.33	\$ 32,917.60	\$ 10,336.49	\$ 2,602.49	\$ 8,081.60	\$ 114,260.25
2047	\$ 42,504.34	\$ 17,797.27	\$ 34,726.26	\$ 8,484.87	\$ 2,237.32	\$ 8,243.23	\$ 113,993.29
2048	\$ 45,118.24	\$ 15,247.01	\$ 36,534.92	\$ 6,531.52	\$ 1,851.16	\$ 8,408.09	\$ 113,690.95
2049	\$ 47,732.14	\$ 12,539.92	\$ 38,705.31	\$ 4,476.43	\$ 1,442.90	\$ 8,576.26	\$ 113,472.96
2050	\$ 50,686.99	\$ 9,675.99	\$ 40,875.71	\$ 2,299.26	\$ 1,010.71	\$ 8,747.78	\$ 113,296.43
2051	\$ 53,641.84	\$ 6,634.77	\$ -	\$ -	\$ 552.90	\$ 3,363.69	\$ 64,193.19
2052	\$ 56,937.63	\$ 3,416.26	\$ -	\$ -	\$ 284.69	\$ 3,430.96	\$ 64,069.53
Total	\$ 830,311.98	\$ 979,327.18	\$ 608,433.08	\$ 601,683.16	\$ 135,779.95	\$ 196,681.82	\$ 3,352,217.17

¹ Represents Improvement Areas #2-3 Bonds allocable to Block L1.

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Block L1.

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-12 – IMPROVEMENT AREA #3 BLOCK L2 COMMERCIAL 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3 BLOCK L2 PRINCIPAL ASSESSMENT: \$432,056

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 *Sachse Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "*Operations and Maintenance Assessment*") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 BLOCK L2

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹		Major Improvement Area Bonds ³		Total		
	Principal	Interest ²	Principal	Interest ⁴	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 3,139.82	\$ 14,960.58	\$ 3,041.59	\$ 10,063.59	\$ 2,160.28	\$ 1,539.04	\$ 34,904.89
2024	\$ 3,344.59	\$ 14,772.19	\$ 3,150.22	\$ 9,900.10	\$ 2,129.37	\$ 1,569.82	\$ 34,866.29
2025	\$ 3,549.37	\$ 14,571.51	\$ 3,367.47	\$ 9,730.78	\$ 2,096.90	\$ 1,601.21	\$ 34,917.24
2026	\$ 3,754.14	\$ 14,358.55	\$ 3,476.10	\$ 9,549.78	\$ 2,062.31	\$ 1,633.24	\$ 34,834.12
2027	\$ 3,993.04	\$ 14,133.30	\$ 3,693.36	\$ 9,362.94	\$ 2,026.16	\$ 1,665.90	\$ 34,874.70
2028	\$ 4,231.94	\$ 13,893.72	\$ 3,801.99	\$ 9,164.42	\$ 1,987.73	\$ 1,699.22	\$ 34,779.01
2029	\$ 4,470.84	\$ 13,639.80	\$ 4,019.24	\$ 8,960.06	\$ 1,947.56	\$ 1,733.21	\$ 34,770.71
2030	\$ 4,743.86	\$ 13,371.55	\$ 4,236.50	\$ 8,744.03	\$ 1,905.11	\$ 1,767.87	\$ 34,768.92
2031	\$ 5,016.89	\$ 13,086.92	\$ 4,453.76	\$ 8,516.32	\$ 1,860.21	\$ 1,803.23	\$ 34,737.32
2032	\$ 5,324.05	\$ 12,785.91	\$ 4,671.01	\$ 8,276.93	\$ 1,812.85	\$ 1,839.29	\$ 34,710.04
2033	\$ 5,665.33	\$ 12,466.46	\$ 4,996.90	\$ 8,025.86	\$ 1,762.88	\$ 1,876.08	\$ 34,793.51
2034	\$ 5,972.49	\$ 12,126.54	\$ 5,214.15	\$ 7,757.28	\$ 1,709.57	\$ 1,913.60	\$ 34,693.63
2035	\$ 6,347.90	\$ 11,768.19	\$ 5,431.41	\$ 7,477.01	\$ 1,653.63	\$ 1,951.87	\$ 34,630.03
2036	\$ 6,723.32	\$ 11,387.32	\$ 5,757.29	\$ 7,185.08	\$ 1,594.74	\$ 1,990.91	\$ 34,638.66
2037	\$ 7,132.86	\$ 10,983.92	\$ 6,083.18	\$ 6,875.62	\$ 1,532.33	\$ 2,030.73	\$ 34,638.64
2038	\$ 7,542.40	\$ 10,555.95	\$ 6,409.06	\$ 6,548.65	\$ 1,466.25	\$ 2,071.34	\$ 34,593.66
2039	\$ 8,020.20	\$ 10,103.41	\$ 6,734.95	\$ 6,204.16	\$ 1,396.50	\$ 2,112.77	\$ 34,571.98
2040	\$ 8,498.00	\$ 9,622.19	\$ 7,060.83	\$ 5,842.16	\$ 1,322.72	\$ 2,155.02	\$ 34,500.93
2041	\$ 9,009.93	\$ 9,112.31	\$ 7,495.35	\$ 5,462.64	\$ 1,244.93	\$ 2,198.12	\$ 34,523.28
2042	\$ 9,555.98	\$ 8,571.72	\$ 7,929.86	\$ 5,041.03	\$ 1,162.40	\$ 2,242.09	\$ 34,503.08
2043	\$ 10,102.04	\$ 7,998.36	\$ 8,364.37	\$ 4,594.97	\$ 1,074.97	\$ 2,286.93	\$ 34,421.64
2044	\$ 10,716.35	\$ 7,392.24	\$ 8,798.88	\$ 4,124.48	\$ 982.64	\$ 2,332.67	\$ 34,347.26
2045	\$ 11,364.80	\$ 6,749.26	\$ 9,342.03	\$ 3,629.54	\$ 885.06	\$ 2,379.32	\$ 34,350.00
2046	\$ 12,047.37	\$ 6,067.37	\$ 9,885.17	\$ 3,104.05	\$ 781.53	\$ 2,426.91	\$ 34,312.39
2047	\$ 12,764.06	\$ 5,344.53	\$ 10,428.31	\$ 2,548.01	\$ 671.87	\$ 2,475.44	\$ 34,232.22
2048	\$ 13,549.02	\$ 4,578.68	\$ 10,971.45	\$ 1,961.42	\$ 555.91	\$ 2,524.95	\$ 34,141.43
2049	\$ 14,333.98	\$ 3,765.74	\$ 11,623.22	\$ 1,344.27	\$ 433.30	\$ 2,575.45	\$ 34,075.96
2050	\$ 15,221.32	\$ 2,905.70	\$ 12,274.99	\$ 690.47	\$ 303.52	\$ 2,626.96	\$ 34,022.95
2051	\$ 16,108.66	\$ 1,992.42	\$ -	\$ -	\$ 166.04	\$ 1,010.12	\$ 19,277.23
2052	\$ 17,098.39	\$ 1,025.90	\$ -	\$ -	\$ 85.49	\$ 1,030.32	\$ 19,240.10
Total	\$ 249,342.94	\$ 294,092.25	\$ 182,712.64	\$ 180,685.63	\$ 40,774.76	\$ 59,063.61	\$ 1,006,671.82

¹ Represents Improvement Areas #2-3 Bonds allocable to Block L1.

² Interest on the Improvement Areas #2-3 Bonds is calculated at a 6.00% rate for illustrative purposes.

³ Represents the portion of the Major Improvement Area Bonds allocable to Block L1.

⁴ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-13 – IMPROVEMENT AREA #4 BLOCK I COMMERCIAL 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #4 BLOCK I PRINCIPAL ASSESSMENT: \$623,242

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 *Sachse Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "*Operations and Maintenance Assessment*") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #4 BLOCK I

	Major Improvement Area Bonds ^{1, 2}									
Installments Due January 31,	Principal		Interest ³	Additional Interest	Annual Collection Costs	Annual Installment				
2023	\$	10,375	\$	34,327	\$	3,116	\$	3,271	\$	51,089
2024	\$	10,746	\$	33,770	\$	3,064	\$	3,336	\$	50,916
2025	\$	11,487	\$	33,192	\$	3,011	\$	3,403	\$	51,092
2026	\$	11,857	\$	32,575	\$	2,953	\$	3,471	\$	50,856
2027	\$	12,598	\$	31,937	\$	2,894	\$	3,540	\$	50,970
2028	\$	12,969	\$	31,260	\$	2,831	\$	3,611	\$	50,671
2029	\$	13,710	\$	30,563	\$	2,766	\$	3,683	\$	50,722
2030	\$	14,451	\$	29,826	\$	2,698	\$	3,757	\$	50,732
2031	\$	15,192	\$	29,050	\$	2,625	\$	3,832	\$	50,699
2032	\$	15,933	\$	28,233	\$	2,549	\$	3,909	\$	50,624
2033	\$	17,045	\$	27,377	\$	2,470	\$	3,987	\$	50,878
2034	\$	17,786	\$	26,460	\$	2,384	\$	4,067	\$	50,697
2035	\$	18,527	\$	25,504	\$	2,295	\$	4,148	\$	50,475
2036	\$	19,638	\$	24,509	\$	2,203	\$	4,231	\$	50,581
2037	\$	20,750	\$	23,453	\$	2,105	\$	4,316	\$	50,623
2038	\$	21,862	\$	22,338	\$	2,001	\$	4,402	\$	50,602
2039	\$	22,973	\$	21,163	\$	1,892	\$	4,490	\$	50,518
2040	\$	24,085	\$	19,928	\$	1,777	\$	4,580	\$	50,369
2041	\$	25,567	\$	18,633	\$	1,656	\$	4,671	\$	50,528
2042	\$	27,049	\$	17,195	\$	1,528	\$	4,765	\$	50,538
2043	\$	28,531	\$	15,674	\$	1,393	\$	4,860	\$	50,458
2044	\$	30,013	\$	14,069	\$	1,251	\$	4,957	\$	50,290
2045	\$	31,866	\$	12,381	\$	1,100	\$	5,056	\$	50,404
2046	\$	33,719	\$	10,588	\$	941	\$	5,158	\$	50,406
2047	\$	35,572	\$	8,691	\$	773	\$	5,261	\$	50,296
2048	\$	37,424	\$	6,690	\$	595	\$	5,366	\$	50,075
2049	\$	39,647	\$	4,585	\$	408	\$	5,473	\$	50,114
2050	\$	41,871	\$	2,355	\$	209	\$	5,583	\$	50,018
Total	\$	623,242	\$	616,328	\$	55,488	\$	121,183	\$	1,416,242

¹ No improvements are being constructed within Improvement Area #4 that will be financed with Improvement Areas #2-3 Assessments or Improvement Area #2-3 Bonds.

² Represents the portion of the Major Improvement Area Bonds allocable to Block I.

³ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-14 – IMPROVEMENT AREA #5 BLOCK J COMMERCIAL 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #5 BLOCK J PRINCIPAL ASSESSMENT: \$1,315,205

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #5 BLOCK J

Installments Due January 31,	Major Improvement Area Bonds ^{1, 2}				
	Principal	Interest ³	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 21,894	\$ 72,440	\$ 6,576	\$ 6,902	\$ 107,812
2024	\$ 22,676	\$ 71,263	\$ 6,467	\$ 7,040	\$ 107,446
2025	\$ 24,240	\$ 70,044	\$ 6,353	\$ 7,181	\$ 107,818
2026	\$ 25,022	\$ 68,741	\$ 6,232	\$ 7,324	\$ 107,320
2027	\$ 26,586	\$ 67,396	\$ 6,107	\$ 7,471	\$ 107,560
2028	\$ 27,368	\$ 65,967	\$ 5,974	\$ 7,620	\$ 106,929
2029	\$ 28,931	\$ 64,496	\$ 5,837	\$ 7,773	\$ 107,038
2030	\$ 30,495	\$ 62,941	\$ 5,692	\$ 7,928	\$ 107,057
2031	\$ 32,059	\$ 61,302	\$ 5,540	\$ 8,087	\$ 106,988
2032	\$ 33,623	\$ 59,579	\$ 5,380	\$ 8,249	\$ 106,830
2033	\$ 35,969	\$ 57,772	\$ 5,212	\$ 8,414	\$ 107,366
2034	\$ 37,533	\$ 55,839	\$ 5,032	\$ 8,582	\$ 106,985
2035	\$ 39,096	\$ 53,821	\$ 4,844	\$ 8,753	\$ 106,515
2036	\$ 41,442	\$ 51,720	\$ 4,649	\$ 8,929	\$ 106,739
2037	\$ 43,788	\$ 49,492	\$ 4,441	\$ 9,107	\$ 106,829
2038	\$ 46,134	\$ 47,139	\$ 4,222	\$ 9,289	\$ 106,784
2039	\$ 48,480	\$ 44,659	\$ 3,992	\$ 9,475	\$ 106,605
2040	\$ 50,825	\$ 42,053	\$ 3,749	\$ 9,664	\$ 106,292
2041	\$ 53,953	\$ 39,321	\$ 3,495	\$ 9,858	\$ 106,627
2042	\$ 57,081	\$ 36,286	\$ 3,225	\$ 10,055	\$ 106,648
2043	\$ 60,209	\$ 33,076	\$ 2,940	\$ 10,256	\$ 106,480
2044	\$ 63,336	\$ 29,689	\$ 2,639	\$ 10,461	\$ 106,125
2045	\$ 67,246	\$ 26,126	\$ 2,322	\$ 10,670	\$ 106,365
2046	\$ 71,156	\$ 22,344	\$ 1,986	\$ 10,884	\$ 106,369
2047	\$ 75,065	\$ 18,341	\$ 1,630	\$ 11,101	\$ 106,138
2048	\$ 78,975	\$ 14,119	\$ 1,255	\$ 11,324	\$ 105,672
2049	\$ 83,666	\$ 9,676	\$ 860	\$ 11,550	\$ 105,753
2050	\$ 88,358	\$ 4,970	\$ 442	\$ 11,781	\$ 105,551
Total	\$ 1,315,205	\$ 1,300,614	\$ 117,094	\$ 255,728	\$ 2,988,641

¹ No improvements are being constructed within Improvement Area #5 that will be financed with Improvement Areas #2-3 Assessments or Improvement Areas #2-3 Bonds.

² Represents the portion of the Major Improvement Area Bonds allocable to Block J.

³ Interest on the Major Improvement Area Bonds is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-15 – MAJOR IMPROVEMENT AREA REMAINING 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**MAJOR IMPROVEMENT AREA REMAINING PARCEL PRINCIPAL ASSESSMENT:
\$988,886**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA REMAINING PARCEL

	Major Improvement Area Bonds					
Installments Due January 31,	Principal	Interest ¹	Additional Interest	Annual Collection Costs	Annual Installment	
2023	\$ 16,462	\$ 54,467	\$ 4,944	\$ 5,190	\$ 81,062	
2024	\$ 17,050	\$ 53,582	\$ 4,862	\$ 5,293	\$ 80,787	
2025	\$ 18,226	\$ 52,665	\$ 4,777	\$ 5,399	\$ 81,067	
2026	\$ 18,814	\$ 51,686	\$ 4,686	\$ 5,507	\$ 80,692	
2027	\$ 19,989	\$ 50,675	\$ 4,592	\$ 5,617	\$ 80,873	
2028	\$ 20,577	\$ 49,600	\$ 4,492	\$ 5,730	\$ 80,399	
2029	\$ 21,753	\$ 48,494	\$ 4,389	\$ 5,844	\$ 80,480	
2030	\$ 22,929	\$ 47,325	\$ 4,280	\$ 5,961	\$ 80,495	
2031	\$ 24,105	\$ 46,092	\$ 4,165	\$ 6,080	\$ 80,443	
2032	\$ 25,281	\$ 44,797	\$ 4,045	\$ 6,202	\$ 80,324	
2033	\$ 27,044	\$ 43,438	\$ 3,919	\$ 6,326	\$ 80,727	
2034	\$ 28,220	\$ 41,984	\$ 3,783	\$ 6,453	\$ 80,440	
2035	\$ 29,396	\$ 40,467	\$ 3,642	\$ 6,582	\$ 80,087	
2036	\$ 31,160	\$ 38,887	\$ 3,495	\$ 6,713	\$ 80,256	
2037	\$ 32,924	\$ 37,213	\$ 3,339	\$ 6,847	\$ 80,323	
2038	\$ 34,687	\$ 35,443	\$ 3,175	\$ 6,984	\$ 80,290	
2039	\$ 36,451	\$ 33,578	\$ 3,001	\$ 7,124	\$ 80,155	
2040	\$ 38,215	\$ 31,619	\$ 2,819	\$ 7,267	\$ 79,920	
2041	\$ 40,567	\$ 29,565	\$ 2,628	\$ 7,412	\$ 80,172	
2042	\$ 42,918	\$ 27,283	\$ 2,425	\$ 7,560	\$ 80,187	
2043	\$ 45,270	\$ 24,869	\$ 2,211	\$ 7,711	\$ 80,061	
2044	\$ 47,622	\$ 22,323	\$ 1,984	\$ 7,866	\$ 79,794	
2045	\$ 50,561	\$ 19,644	\$ 1,746	\$ 8,023	\$ 79,974	
2046	\$ 53,501	\$ 16,800	\$ 1,493	\$ 8,183	\$ 79,978	
2047	\$ 56,441	\$ 13,790	\$ 1,226	\$ 8,347	\$ 79,804	
2048	\$ 59,380	\$ 10,616	\$ 944	\$ 8,514	\$ 79,453	
2049	\$ 62,908	\$ 7,276	\$ 647	\$ 8,684	\$ 79,514	
2050	\$ 66,435	\$ 3,737	\$ 332	\$ 8,858	\$ 79,362	
Total	\$ 988,886	\$ 977,915	\$ 88,041	\$ 192,279	\$ 2,247,121	

¹ Interest is calculated at a 5.375% rate for bonds maturing 9/15/2040, and a 5.625% rate for bonds maturing 9/15/2050.

Note: 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.

APPENDIX C-16 – IMPROVEMENT AREA #3 REMAINING 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 RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SACHSE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #3 REMAINING PARCEL PRINCIPAL ASSESSMENT:
\$1,349,505**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Sachse, 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 ***Sachse Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code. You are also obligated to pay for the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Maintenance Assessment.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Sachse. The exact amount of each annual installment will be approved each year by the Sachse City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Sachse.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 REMAINING PARCEL

Installments Due January 31,	Improvement Areas #2-3 Bonds ¹				
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Annual Installment
2023	\$ 16,993	\$ 80,970	\$ 6,748	\$ 3,140	\$ 107,851
2024	\$ 18,102	\$ 79,951	\$ 6,663	\$ 3,203	\$ 107,918
2025	\$ 19,210	\$ 78,865	\$ 6,572	\$ 3,267	\$ 107,914
2026	\$ 20,318	\$ 77,712	\$ 6,476	\$ 3,332	\$ 107,839
2027	\$ 21,611	\$ 76,493	\$ 6,374	\$ 3,399	\$ 107,878
2028	\$ 22,904	\$ 75,196	\$ 6,266	\$ 3,467	\$ 107,834
2029	\$ 24,197	\$ 73,822	\$ 6,152	\$ 3,536	\$ 107,707
2030	\$ 25,675	\$ 72,370	\$ 6,031	\$ 3,607	\$ 107,683
2031	\$ 27,153	\$ 70,830	\$ 5,902	\$ 3,679	\$ 107,564
2032	\$ 28,815	\$ 69,200	\$ 5,767	\$ 3,753	\$ 107,535
2033	\$ 30,662	\$ 67,472	\$ 5,623	\$ 3,828	\$ 107,584
2034	\$ 32,325	\$ 65,632	\$ 5,469	\$ 3,904	\$ 107,330
2035	\$ 34,356	\$ 63,692	\$ 5,308	\$ 3,982	\$ 107,339
2036	\$ 36,388	\$ 61,631	\$ 5,136	\$ 4,062	\$ 107,217
2037	\$ 38,605	\$ 59,448	\$ 4,954	\$ 4,143	\$ 107,150
2038	\$ 40,821	\$ 57,131	\$ 4,761	\$ 4,226	\$ 106,940
2039	\$ 43,407	\$ 54,682	\$ 4,557	\$ 4,311	\$ 106,957
2040	\$ 45,993	\$ 52,078	\$ 4,340	\$ 4,397	\$ 106,808
2041	\$ 48,764	\$ 49,318	\$ 4,110	\$ 4,485	\$ 106,677
2042	\$ 51,719	\$ 46,392	\$ 3,866	\$ 4,575	\$ 106,552
2043	\$ 54,675	\$ 43,289	\$ 3,607	\$ 4,666	\$ 106,237
2044	\$ 58,000	\$ 40,009	\$ 3,334	\$ 4,759	\$ 106,102
2045	\$ 61,509	\$ 36,529	\$ 3,044	\$ 4,855	\$ 105,936
2046	\$ 65,203	\$ 32,838	\$ 2,737	\$ 4,952	\$ 105,730
2047	\$ 69,082	\$ 28,926	\$ 2,410	\$ 5,051	\$ 105,469
2048	\$ 73,331	\$ 24,781	\$ 2,065	\$ 5,152	\$ 105,328
2049	\$ 77,579	\$ 20,381	\$ 1,698	\$ 5,255	\$ 104,913
2050	\$ 82,382	\$ 15,726	\$ 1,311	\$ 5,360	\$ 104,778
2051	\$ 87,184	\$ 10,783	\$ 899	\$ 5,467	\$ 104,333
2052	\$ 92,541	\$ 5,552	\$ 463	\$ 5,576	\$ 104,132
Total	\$ 1,349,505	\$ 1,591,699	\$ 132,642	\$ 127,388	\$ 3,201,234

¹ Represents Improvement Areas #2-3 Bonds allocable to Improvement Area #3.

² Interest on the Improvement Areas #2-5 Bonds is calculated at a 0.00% rate for illustrative purposes.

Note: 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.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	9. Consider the adoption of an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)" and approving various documents related to such bonds.
Access	Public
Type	Action, Discussion
Recommended Action	Approve an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)" and approving various documents related to such bonds.

Public Content

BACKGROUND

The Public Improvement District Assessment Act (the PID Act), Texas Local Government Code, Chapter 372, as amended, authorizes the City Council to create a Public Improvement District within the City. On January 22, 2019, the Council approved Resolution No. 3905 authorizing, establishing and creating the Sachse Public Improvement District No. 1, and, on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District. In September 2020, the City Council adopted an ordinance levying assessments on Major Improvement Area and Improvement Area #1 and issued bonds accordingly. Improvement Area #1 levy secures the 2020 bonds and a reimbursement obligation. A subsequent action item provides for the issuance of 2022 Series B bonds in order to retire the reimbursement obligation but remains secured by the same assessments.

This Amended and Restated Service and Assessment Plan and assessment rolls serve as the annual update, as required by the statute, for the rest of the District.

POLICY CONSIDERATIONS

This action item is authorized under Chapter 372 of the Texas Local Government Code and is contemplated within the original Development Agreement between the City and PMB Station Land LP that was executed on October 3, 2018.

RECOMMENDATION

Approve an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)" and approving various documents related to such bonds.

[Sachse PID No. 1 IA#1 2022--Bond Ordinance \(for agenda packets\).pdf \(1,059 KB\)](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE ISSUANCE OF THE “CITY OF SACHSE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)”; **APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the City Secretary (i) published notice of a public hearing (the “Assessment Hearing”) to consider an ordinance levying assessments (the “Improvement Area #1 Assessments”) on certain benefitted property within Improvement Area #1 of the District (the “Improvement Area #1 Assessed Property”) in *The Sachse News*, a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the PID Act, and (ii) mailed notice of the Assessment Hearing to the last known address of the owners of the property liable for the Improvement Area #1 Assessments, pursuant to Section 372.016(c) of the PID Act; and

WHEREAS, on October 26, 2020, the City Council of the City (the “Council”) held the Assessment Hearing regarding the levy of the Improvement Area #1 Assessments against the Improvement Area #1 Assessed Property and adopted an ordinance which (i) approved and accepted the Sachse Public Improvement District No. 1 Service and Assessment Plan (the “Original Service and Assessment Plan”) and levied the Improvement Area #1 Assessments against the Improvement Area #1 Assessed Property (the “Assessment Ordinance”); and

WHEREAS, on November 14, 2022, the Council adopted an ordinance approving and accepting the Sachse Public Improvement District No. 1 Amended and Restated Service and Assessment Plan, which amended and restated the Original Service and Assessment Plan; and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” (the “Bonds”), such Bonds to be payable from and secured by the Trust Estate; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Trust Estate for the purpose of (i) paying a portion of the Improvement Area #1 Project Costs and (ii) paying Bond Issuance Costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds for the purposes described herein, (ii) the form, terms and provisions of the Indenture

(defined below) securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below) and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

SECTION 1. FINDINGS. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture.

SECTION 2. APPROVAL OF ISSUANCE OF BONDS AND INDENTURE OF TRUST.

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of (i) paying a portion of the Improvement Area #1 Project Costs and (ii) paying Bond Issuance Costs incurred in connection with the issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Amended and Restated Indenture of Trust (the "Indenture"), dated as of November 15, 2022, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the purposes and intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

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

SECTION 3. SALE OF BONDS; APPROVAL OF BOND PURCHASE AGREEMENT. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale

are declared to be in the best interest of the City. The form, terms and provisions of the Purchase Agreement are hereby authorized and approved, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Purchase Agreement.

SECTION 4. LIMITED OFFERING MEMORANDUM. The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the “Limited Offering Memorandum”) presented to and considered at the meeting at which this Ordinance is considered is hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by an Authorized Official (defined below) and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum by the Underwriter in the offering of the Bonds is hereby ratified, approved and confirmed. By separate resolution, the City has previously deemed the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the following information: (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE - Development Plan”, “ - Financing Plan - Reimbursement Agreement” (only with respect to the second sentence under such subcaption) and “- Improvement Areas #4-5”, “ - Status of Lot Development” and “ - Status of Vertical Construction”, “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS”, “BOOK-ENTRY-ONLY SYSTEM”, “OVERLAPPING TAXES AND DEBT - Owners’ Association”, “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS”, “THE DEVELOPMENT”, “THE DEVELOPER”, “THE PID ADMINISTRATOR”, “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS - Litigation - The Developer”, “SUITABILITY FOR INVESTMENTS” and “INFORMATION RELATING TO THE TRUSTEE”.

SECTION 5. CONTINUING DISCLOSURE AGREEMENT. The Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) among the City, P3Works, LLC and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purposes and intent of this

Ordinance and approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. ADDITIONAL ACTIONS. The Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance and the City Secretary (individually, an “Authorized Official”, and collectively, the “Authorized Officials”) are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the purposes and intent of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Authorized Officials are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

SECTION 7. SEVERABILITY. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
SACHSE, TEXAS, THIS THE 14th DAY OF NOVEMBER 2022.**

APPROVED

Jeff Bickerstaff, Mayor

ATTEST:

(City Seal)

Leah K Granger, City Secretary

Exhibit A

INDENTURE OF TRUST

**AMENDED AND RESTATED
INDENTURE OF TRUST**

By and Between

CITY OF SACHSE, TEXAS

and

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

DATED AS OF NOVEMBER 15, 2022

SECURING

\$6,875,000

**CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)**

AND

\$_____

**CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)**

**AMENDED AND RESTATED
INDENTURE OF TRUST**

WHEREAS, the City of Sachse, Texas (the “City”) has previously entered into that certain Indenture of Trust, dated as of November 1, 2020 (the “2020 Indenture”) between the City and Wilmington Trust, National Association, as Trustee (the “Trustee”); and

WHEREAS, pursuant to the 2020 Indenture, the City is authorized to modify or amend the 2020 Indenture and the rights and obligations of the City and of the owners of the City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District Improvement No. 1 Area #1 Project) (the “2020 Bonds”) at any time by a Supplemental Indenture (as defined in the 2020 Indenture), without the consent of any owners of the 2020 Bonds, so long as such amendments or modifications do not adversely affect the 2020 Bonds in any material respect; and

WHEREAS, in connection with the City’s issuance of Additional Bonds (as defined in the 2020 Indenture), the City wishes to amend and restate the 2020 Indenture in its entirety as this Amended and Restated Indenture of Trust, dated as of November 15, 2022 (this “Indenture”), by and between the City and the Trustee;

NOW, THEREFORE:

SECTION 1: Amended and Restated Indenture. The 2020 Indenture is hereby amended and restated in its entirety as follows:

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AMENDED AND RESTATED INDENTURE OF TRUST

THIS AMENDED AND RESTATED INDENTURE OF TRUST, dated as of November 15, 2022, is by and between the CITY OF SACHSE, TEXAS (the “City”), and Wilmington Trust, National Association, Dallas, Texas, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, on December 7, 2018, a petition (the “Petition”) was submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district located within the corporate limits of the City to be known as “Sachse Public Improvement District No. 1” (the “District”); and

WHEREAS, the Petition contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Dallas Central Appraisal District, and the signatures of record property owners who own 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, after due notice, on January 22, 2019, the City Council of the City (the “City Council”) (i) opened, held and closed the public hearing on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act and (ii) made the findings required by Section 372.009(b) of the PID Act and adopted Resolution 3905 (the “Creation Resolution”), authorizing the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Creation Resolution, the City published notice of its authorization of the District in 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 the date of publication of such notice; and

WHEREAS, on November 4, 2019, a second petition (“Petition #2”) was submitted and filed with the City Secretary pursuant to the PID Act, requesting that land be added to the District; and

WHEREAS, Petition #2 contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the property being added to the District, as determined by the then current ad valorem tax rolls of the Dallas Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment within the property being added to the District; and

WHEREAS, after due notice, on December 2, 2019, the City Council (i) opened, held and closed the public hearing on the advisability of the improvement projects and services

described in Petition #2 as required by Section 372.009 of the PID Act and (ii) made the findings required by Section 372.009(b) of the PID Act and adopted Resolution 3958 (the “Land Addition Resolution”), authorizing the addition of land to the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Land Addition Resolution, the City published notice of its authorization of the addition of land to the District in 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 the date of publication of such notice; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the City Secretary published notice of a public hearing (the “Assessment Hearing”) in a newspaper of general circulation in the City to consider the proposed Assessment Roll and the Original Service and Assessment Plan and the levy of the Assessments on property in Improvement Area #1 and, pursuant to Section 372.016(c) of the PID Act, the City Secretary mailed notice of the Assessment Hearing to consider the proposed Assessment Roll and the Original Service and Assessment Plan and the levy of Assessments on property in Improvement Area #1 to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the Assessment Hearing on October 26, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Original Service and Assessment Plan, the Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Improvement Area #1 Project Costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

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

WHEREAS, the City Council closed the Assessment Hearing and, after considering all written and documentary evidence presented at the Assessment Hearing, including all written comments and statements filed with the City, at the meeting held on October 26, 2020, approved and accepted the Original Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying the Improvement Area #1 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs; and

WHEREAS, the City has previously issued its \$6,875,000 City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Improvement Area #1 Project), dated November 1, 2020 (the “2020 Bonds”) pursuant to that certain Indenture of Trust, dated as of November 1, 2020, between the City and the Trustee (the “2020 Indenture”); and

WHEREAS, Section 13.2(d) of the 2020 Indenture authorizes the City to issue Additional Bonds (as defined herein) for any purpose permitted by the PID Act, so long as the conditions set forth in paragraphs (i) through (v) of such subsection are met, which conditions have been met; and

WHEREAS, the City Council now desires to issue revenue bonds in accordance with this Indenture and the PID Act, such bonds to be entitled “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” (the “2022 Bonds” and, collectively with the 2020 Bonds, the “Bonds Similarly Secured”), such 2022 Bonds being payable solely from the Assessments and other funds pledged under this Indenture to the payment of the Bonds Similarly Secured and for the purposes set forth in this preamble; and

WHEREAS, the 2022 Bonds are being issued as Additional Bonds pursuant to Section 13.2(d) of the 2020 Indenture and are secured by and payable from a lien on and pledge of the Trust Estate on parity with the 2020 Bonds; and

WHEREAS, the City Council has found and determined that the issuance of the 2022 Bonds to pay the Improvement Area #1 Project Costs and the restructuring of the debt service requirements associated with obligations that are payable from the Pledged Revenues is beneficial to the homeowners in the District and is in the best interests of the City; and

WHEREAS, to accommodate the issuance of the 2022 Bonds, to remove the ability to issue Additional Bonds after the issuance of the 2022 Bonds and, if applicable, to close certain Accounts and Funds maintained under this Indenture which are no longer necessary or required, the City has determined that it is necessary and proper to amend and restate in its entirety the 2020 Indenture through the authorization of this Indenture; and

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

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

FIRST GRANTING CLAUSE

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

SECOND GRANTING CLAUSE

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

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

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

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

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

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

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

agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

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

“2020 Bonds” means the City’s bonds authorized to be issued by Section 3.1(a) of this Indenture entitled “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)”.

“2020 Bond Ordinance” means the ordinance adopted by the City Council on October 26, 2020 authorizing the issuance of the 2020 Bonds.

“2020 Indenture” means the Indenture of Trust, dated as of November 1, 2020, between the City and the Trustee.

“2022 Bonds” means the City’s bonds authorized to be issued by Section 3.1(b) of this Indenture entitled “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)”.

“2022 Bond Ordinance” means the ordinance adopted by the City Council on November 14, 2022 authorizing the issuance of the 2022 Bonds.

“Account”, in the singular, means any of the accounts established under the terms of the 2020 Indenture and confirmed pursuant to Section 6.1 of this Indenture, and “Accounts”, in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of the 2020 Indenture and confirmed pursuant to Section 6.1 of this Indenture.

“Actual Costs” shall have the meaning given to such term in the Service and Assessment Plan.

“Additional Bonds” means the additional parity bonds that were authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2(d) of the 2020 Indenture, including the 2022 Bonds.

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

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

“Administrative Fund” means the Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture and administered pursuant to Section 6.9 of this Indenture.

“Administrator” means the City or 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.

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

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

“Annual Installment” means, with respect to each Assessed Property, each annual payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the Bonds Similarly Secured.

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

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

“Assessed Property” means the property located in Improvement Area #1 that benefits from the Improvement Area #1 Projects, and is defined as the “Improvement Area #1 Assessed Property” in the Service and Assessment Plan.

“Assessment Ordinance” means the ordinance adopted by the City Council on October 26, 2020, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

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

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

“Assessments” means an assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #1 Projects, and is defined as “Improvement Area #1 Assessment” in the Service and Assessment Plan.

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

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

“Authorized Improvements” means those improvements authorized by Section 372.003 of the PID Act, including those described in the Service and Assessment Plan.

“Bond Counsel” means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture and administered pursuant to Section 6.4 of this Indenture.

“Bond Issuance Costs” means the costs associated with issuing Bonds Similarly Secured, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, Trustee and paying agent/registrar fees, and any other cost or expense incurred by the City directly associated with the issuance of any series of Bonds Similarly Secured.

“Bond Pledged Revenue Account” means the Account in the Pledged Revenue Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture.

“Bond Year” means the one-year period beginning on September 16 in each year and ending on September 15 in the following year.

“Bonds Similarly Secured” means, collectively, any Outstanding 2020 Bonds, any Outstanding 2022 Bonds and any Refunding Bonds issued hereafter.

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

“Certificate for Payment” means, with respect to payment or reimbursement of Improvement Area #1 Project Costs, a certificate substantially in the form of Exhibit B attached to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Improvement Area #1 Project Costs thereof, and requesting payment for such Improvement Area #1 Project Costs from money on deposit in the Improvement Area #1 Bond Improvement Account as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

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

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

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

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

“Costs of Issuance Account” means the Account in the Project Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture.

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

“Delinquency and Prepayment Reserve Account” means the reserve account administered by the City and segregated from other funds of the City that was established under the terms of the 2020 Indenture and is confirmed by Section 6.1 of this Indenture.

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

“Delinquent Collection Costs” means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Delivery Date” means the respective date of the initial delivery of and payment for each series of the Bonds Similarly Secured.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, 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 PMB Station Developer LLC, a Texas limited liability company, and any successors thereto.

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

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

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

“Fund”, in the singular, means any of the funds established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture, and “Funds”, in the plural, means, collectively, all of the funds established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1.

“Improvement Area #1” means that portion of the District generally shown in Exhibits A-2 and B-1 to the Service and Assessment Plan and as specifically described in Section II and Exhibit Q-3 to the Service and Assessment Plan.

“Improvement Area #1 Bond Improvement Account” means the Account in the Project Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #1 and are described in Section III.B. and Exhibit L-2 to the Service and Assessment Plan.

“Improvement Area #1 Project Costs” means the Actual Costs, as defined in the Service and Assessment Plan (excluding Annual Collection Costs), solely for the Improvement Area #1 Projects.

“Improvement Area #1 Projects” means, collectively, (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1 and (ii) the Improvement Area #1 Improvements.

“Indenture” means this Amended and Restated 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 Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

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

“Interest Payment Date” means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, and commencing, with respect to the 2020 Bonds, on March 15, 2021, and with respect to the 2022 Bonds, on March 15, 2023.

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

“Major Improvements” means the Authorized Improvements that confer special benefit to multiple Improvement Areas, and as further described in Section III.A. in the Service and Assessment Plan.

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

“Original Service and Assessment Plan” means the document, including the Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance.

“Other Obligations” means any bonds, temporary notes, time warrants, or an obligation under an installment sale contract or reimbursement agreement secured in whole or in part by an assessment, other than the Assessments securing the Bonds Similarly Secured, levied against property within Improvement Area #1 in accordance with the PID Act.

“Outstanding” means, as of any particular date when used with reference to any series of Bonds Similarly Secured, all Bonds Similarly Secured of such series authenticated and delivered under this Indenture except (i) any Bond Similarly Secured of such series that has been canceled

by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date; (ii) any Bond Similarly Secured of such series for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured of such series shall have been made as provided in Article IV of this Indenture; (iii) any Bond Similarly Secured of such series in lieu of or in substitution for which a new Bond Similarly Secured of such series shall have been authenticated and delivered pursuant to Section 3.10 of this Indenture; and (iv) Bonds Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

“Owner”, “Owners”, “Holder” and “Holders” mean the Person who is the registered owner of any Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 of this Indenture.

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

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

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

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

“Pledged Revenue Fund” means the Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture and administered pursuant to Section 6.3 of this Indenture.

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

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

“Principal and Interest Account” means the Account in the Bond Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture.

“Project Fund” means the Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture and administered pursuant to Section 6.5 of this Indenture.

“Purchaser” means the initial purchaser(s) of any series of Bonds Similarly Secured.

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

“Rebate Fund” means the Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture and administered pursuant to Section 6.8 of this Indenture.

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

“Redemption Fund” means the Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture and administered pursuant to Section 6.6 of this Indenture.

“Redemption Price” , when used with respect to any Bond Similarly Secured or portion thereof that has been called for redemption, means the principal amount of such Bond Similarly Secured or portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond Similarly Secured to the date fixed for redemption.

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

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

“Reimbursement Agreement” means the Agreement for the Construction of PID Projects and Reimbursement of Advances by and between the City and the Developer, dated July 20, 2020, as may be amended and/or supplemented from time to time, which provides, in part, for the construction and maintenance of the Improvement Area #1 Projects, the issuance of bonds, the payment or reimbursement of costs from the Developer Reimbursement Fund for costs of Improvement Area #1 Projects not paid from the Project Fund and other matters related thereto.

“Reserve Account” means the Account in the Reserve Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance of each such series of Bonds Similarly Secured, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance of each such series of Bonds Similarly Secured, and (iii) 10% of the lesser of the

par amount of the Outstanding Bonds Similarly Secured or the proceeds of the Bonds Similarly Secured; provided, however, that, at the option of the City, such amount may be recalculated on any Interest Payment Date or any date of redemption, and the City shall provide a City Order to the Trustee with the applicable Reserve Account Requirement. As of the Delivery Date of the 2022 Bonds, the Reserve Account Requirement is \$_____.

“Reserve Fund” means that Fund established under the terms of the 2020 Indenture and confirmed by Section 6.1 of this Indenture and administered pursuant to Section 6.7 of this Indenture.

“Service and Assessment Plan” means the Sachse Public Improvement District No. 1 Amended and Restated Service and Assessment Plan approved by an ordinance adopted by the City Council on November 14, 2022, which amended and restated the Original Service and Assessment Plan, and as may be further updated, amended and supplemented from time to time.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the portion of the principal of any series of Outstanding Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 hereof.

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

“State” means the State of Texas.

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

“Subordinate Lien Obligations” means bonds, notes or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on the Pledged Revenues securing payment of the Bonds Similarly Secured.

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

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

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

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

“Value of Investment Securities” means the lower of the cost of or the market value of Investment Securities.

Section 1.2. Findings.

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

Section 1.3. Table of Contents, Titles and Headings.

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

Section 1.4. Interpretation.

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

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

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

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

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Security for the Bonds Similarly Secured.

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

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after November 1, 2020, the date of the 2020 Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of the 2020 Indenture, 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 Similarly Secured and the pledge of the Trust Estate granted by the City under the 2020 Indenture and this Indenture, and such pledge is therefore valid,

effective and perfected. If State law is amended at any time while any of the Bonds Similarly Secured 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 Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

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

Section 2.4. Contract with Owners and Trustee.

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

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. **Authorization.**

(a) Authorization of the 2020 Bonds. The 2020 Bonds were authorized, issued and delivered in accordance with the 2020 Indenture, the Constitution and general laws of the State, including particularly the PID Act, as amended. The 2020 Bonds were issued in the aggregate principal amount of \$6,875,000 for the purpose of (i) paying the Improvement Area #1 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs for the 2020 Bonds, and (iii) paying Bond Issuance Costs incurred in connection with the issuance of the 2020 Bonds.

(b) Authorization of the 2022 Bonds. The 2022 Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Improvement Area #1 Project Costs and (ii) paying Bond Issuance Costs incurred in connection with the issuance of the 2022 Bonds.

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

(a) 2020 Bonds.

(i) The 2020 Bonds are dated November 1, 2020, and were issued in Authorized Denominations. The 2020 Bonds are in fully registered form, without coupons, and are numbered separately from R-1 upward, except the Initial Bond for the 2020 Bonds, which was numbered T-1.

(ii) Interest shall accrue and be paid on each 2020 Bond from the later of the Delivery Date of the 2020 Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing March 15, 2021, computed on the basis of a 360-day year of twelve 30-day months.

(iii) The 2020 Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$ 750,000	2.50 %
***	***	***
2030	810,000	3.25
***	***	***
2040	2,140,000	3.75
***	***	***
2050	3,175,000	4.00

(iv) The 2020 Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV of this Indenture, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of the 2020 Bond set forth in Section 5.2 hereof.

(b) 2022 Bonds.

(i) The 2022 Bonds shall be dated November 15, 2022 and shall be issued in Authorized Denominations. The 2022 Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the 2022 Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each 2022 Bond from the later of the Delivery Date of the 2022 Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing March 15, 2023, computed on the basis of a 360-day year of twelve 30-day months.

(iii) The 2022 Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		

20__		

20__		

20__		

(iv) The 2022 Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV of this Indenture, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of 2022 Bond set forth in Section 5.2 hereof.

Section 3.3. Conditions Precedent to Delivery of Bonds Similarly Secured.

(a) 2020 Bonds. The conditions precedent to the delivery of the 2020 Bonds, as set forth in the 2020 Indenture, were satisfied prior to the delivery of the 2020 Bonds.

(b) 2022 Bonds. The 2022 Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the 2022 Bonds and, upon payment of the purchase price of the 2022 Bonds, shall deliver the 2022 Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the 2022 Bond Ordinance;

(iii) a copy of the executed Reimbursement Agreement with all executed amendments thereto, if any;

(iv) a copy of this Indenture executed by the Trustee and the City, as well as an opinion of legal counsel addressed to the Trustee stating that this Indenture has been duly authorized, executed and delivered by the City and remains a legal, valid and binding obligation of the City;

(v) an executed City Order directing the authentication and delivery of the 2022 Bonds, describing the 2022 Bonds to be authenticated and delivered, designating the purchasers to whom the 2022 Bonds are to be delivered, stating the purchase price of the 2022 Bonds and stating that all items required by this Section are therewith delivered to the Trustee;

(vi) an executed Signature and No-Litigation Certificate;

(vii) an executed opinion of Bond Counsel; and

(viii) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. Medium, Method and Place of Payment.

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

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such

other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

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

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

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

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor (or, in the absence of the Mayor, the 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 Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to be such officer before the authentication of such Bonds Similarly Secured 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 Similarly Secured 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 Similarly Secured. In lieu of the executed Certificate of Trustee described above, each Initial Bond delivered on the respective Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his or her duly authorized agent, which certificate shall be evidence that the respective Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

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

Section 3.6. Ownership.

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

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

Section 3.7. Registration, Transfer and Exchange.

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

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

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

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

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

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

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond Similarly Secured or portion thereof called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured called for redemption in part.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made

for the cancellation by the Trustee of any Bonds Similarly Secured, the Trustee shall dispose of cancelled Bonds Similarly Secured in accordance with its record retention policies.

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured 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 Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured 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 Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

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

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like series, 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 Similarly Secured;

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

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

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

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

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

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

Section 3.11. Book-Entry-Only System.

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

(b) With respect to Bonds Similarly Secured 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 Similarly Secured. 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 Similarly Secured, (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 Similarly Secured, 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 Similarly Secured. 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 Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on Bonds Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured 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 Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

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

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the blanket issuer letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured 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 Similarly Secured 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 Similarly Secured 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 Similarly Secured, and all notices with respect to such Bonds Similarly Secured 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 SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

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

Section 4.2. Mandatory Sinking Fund Redemption.

(a) 2020 Bonds. (i) The 2020 Bonds maturing on September 15 in each of the years 2025, 2030, 2040 and 2050 (collectively, the “2020 Term Bonds”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI hereof, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

2020 Term Bonds maturing September 15, 2025

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 2021	\$ 175,000
September 15, 2022	140,000
September 15, 2023	140,000
September 15, 2024	145,000
September 15, 2025*	150,000

2020 Term Bonds maturing September 15, 2030

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 2026	\$ 150,000
September 15, 2027	155,000
September 15, 2028	160,000
September 15, 2029	170,000
September 15, 2030*	175,000

2020 Term Bonds maturing September 15, 2040

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 2031	\$ 180,000
September 15, 2032	185,000
September 15, 2033	195,000
September 15, 2034	200,000
September 15, 2035	210,000
September 15, 2036	215,000
September 15, 2037	225,000
September 15, 2038	235,000
September 15, 2039	245,000

September 15, 2040* 250,000

2020 Term Bonds maturing September 15, 2050

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 2041	\$ 260,000
September 15, 2042	275,000
September 15, 2043	285,000
September 15, 2044	295,000
September 15, 2045	310,000
September 15, 2046	320,000
September 15, 2047	335,000
September 15, 2048	350,000
September 15, 2049	365,000
September 15, 2050*	380,000

* Stated Maturity.

(ii) At least thirty (30) days prior to each 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 by lot a principal amount of 2020 Bonds of such maturity equal to the Sinking Fund Installment amount of such 2020 Bonds to be redeemed, shall call such 2020 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 hereof.

(iii) The principal amount of 2020 Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any 2020 Bonds of such maturity which, at least thirty (30) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such 2020 Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of 2020 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 2020 Bonds which, at least thirty (30) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

(b) 2022 Bonds. (i) The 2022 Bonds maturing on September 15 in each of the years 20__, 20__, 20__ and 20__ (collectively, the “2022 Term Bonds”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI hereof, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity.

(ii) At least thirty (30) days prior to each 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 by lot a principal amount of 2022 Bonds of such maturity equal to the Sinking Fund Installment amount of such 2022 Bonds to be redeemed, shall call such 2022 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 hereof.

(iii) The principal amount of 2022 Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any 2022 Bonds of such maturity which, at least thirty (30) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such 2022 Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of 2022 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 2022 Bonds which, at least thirty (30) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) 2020 Bonds. The City reserves the right and option to redeem 2020 Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 2030, such redemption date or dates to be fixed by the City, at the Redemption Price.

(b) 2022 Bonds. The City reserves the right and option to redeem 2022 Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

(a) 2020 Bonds. In the event of a Prepayment, or if any other transfers are made into the Redemption Fund under the terms of this Indenture, the City reserves the right and option to redeem 2020 Bonds before their respective scheduled maturity dates or optional redemption date specified in Section 4.3 hereof, in whole or in part, on any date, from amounts on deposit in the Redemption Fund, at the Redemption Price.

(b) 2022 Bonds. In the event of a Prepayment, or if any other transfers are made into the Redemption Fund under the terms of this Indenture, the City reserves the right and option to redeem 2022 Bonds before their respective scheduled maturity dates or optional redemption date specified in Section 4.3 hereof, in whole or in part, on any date, from amounts on deposit in the Redemption Fund, at the Redemption Price.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds Similarly Secured are to be redeemed pursuant to

Sections 4.2, 4.3, or 4.4 hereof, Bonds Similarly Secured shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond Similarly Secured shall be treated as representing the number of Bonds Similarly Secured that is obtained by dividing the principal amount of such Bond Similarly Secured by \$1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the principal amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) If less than all of the Bonds Similarly Secured are called for optional redemption pursuant to Section 4.3 hereof, the Trustee shall rely on directions provided in a City Order in selecting the Bonds Similarly Secured to be redeemed.

(c) If less than all of the Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured 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 Similarly Secured; and

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

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

Section 4.6. Notice of Redemption to Owners.

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

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 of this Indenture, an identification of the Bonds Similarly Secured 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 Bonds Similarly Secured 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 Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon receipt of a City Order of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

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

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured 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 Similarly Secured 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 Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including

any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

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

(c) The definitive Bonds Similarly Secured 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 Similarly Secured, as evidenced by their execution thereof.

(d) Each respective Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. Form of the Bonds Similarly Secured.

(a) Form of 2020 Bonds.

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

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2020
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NUMBER</u>
_____%	September 15, 20__	November 10, 2020	_____

The City of Sachse, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Delivery Date, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing March 15, 2021.

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”), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

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

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “Bonds”), dated November 1, 2020 and issued in the aggregate principal amount of \$6,875,000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2020 (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 the Improvement Area #1 Project Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs.

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

In the Indenture, the City has reserved the right to issue Refunding Bonds and Additional Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

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

The Bonds are issuable as fully registered bonds only in denominations of \$100,000 and any multiple of \$1,000 in excess thereof (“Authorized Denominations”). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$100,000, and any attempt to do so will be void and of no effect.

The Bonds maturing on September 15 in each of the years 2025, 2030, 2040 and 2050 (collectively, “Term Bonds”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds maturing September 15, 2025

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 2021	\$ 175,000
September 15, 2022	140,000
September 15, 2023	140,000
September 15, 2024	145,000
September 15, 2025*	150,000

Term Bonds maturing September 15, 2030

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
------------------------	--

September 15, 2026	\$ 150,000
September 15, 2027	155,000
September 15, 2028	160,000
September 15, 2029	170,000
September 15, 2030*	175,000

Term Bonds maturing September 15, 2040

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 2031	\$ 180,000
September 15, 2032	185,000
September 15, 2033	195,000
September 15, 2034	200,000
September 15, 2035	210,000
September 15, 2036	215,000
September 15, 2037	225,000
September 15, 2038	235,000
September 15, 2039	245,000
September 15, 2040*	250,000

Term Bonds maturing September 15, 2050

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 2041	\$ 260,000
September 15, 2042	275,000
September 15, 2043	285,000
September 15, 2044	295,000
September 15, 2045	310,000
September 15, 2046	320,000
September 15, 2047	335,000
September 15, 2048	350,000
September 15, 2049	365,000
September 15, 2050*	380,000

* Stated Maturity.

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

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

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

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 2030, such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount thereof, plus accrued interest to the date of redemption (“Optional Redemption”).

The Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part, on any date, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund, as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture (“Extraordinary Optional Redemption”).

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

If less than all of the Bonds are called for Optional Redemption, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for Extraordinary Optional Redemption, the Bonds to be redeemed shall be selected in the following manner:

- (i) with respect to a Substantial Amount Redemption (as defined in the Indenture), 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 (as defined in the Indenture), the Outstanding Bonds shall be redeemed in inverse order of maturity.

Upon receipt of a City Order of redemption from the City, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. Such 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, 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 Bonds shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

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

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 2020 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 Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

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

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, DALLAS COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

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

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City (or, in the absence of the Mayor, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor (or Mayor Pro Tem)

(City Seal)

(b) Form of 2022 Bond.

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

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE	MATURITY DATE	DELIVERY DATE	CUSIP NUMBER
_____%	September 15, 20__	December 8, 2022	_____

The City of Sachse, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Delivery Date, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing March 15, 2023.

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”), 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 thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

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

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “Bonds”), dated November 15, 2022, and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Amended and Restated Indenture of Trust, dated as of November 15, 2022 (the “Indenture”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and

assigned, the nature and extent of the lien and security, the respective rights thereunder to the Holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Improvement Area #1 Project Costs and (ii) paying Bond Issuance Costs incurred in connection with the issuance of the 2022 Bonds.

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

In the Indenture, the City has reserved the right to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

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

The Bonds are issuable as fully registered bonds only in denominations of \$100,000 and any multiple of \$1,000 in excess thereof ("Authorized Denominations"). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$100,000, and any attempt to do so will be void and of no effect.

The Bonds maturing on September 15 in the years 20__, 20__, 20__ and 20__ (collectively, "Term Bonds"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	

September 15, 20__
September 15, 20__
September 15, 20__
September 15, 20__*

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

2022 Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity.

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

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

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

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

The Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part, on any date, at the Redemption Price from amounts on deposit in the Redemption Fund, as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture ("Extraordinary Optional Redemption").

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

If less than all of the Bonds are called for Optional Redemption, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for Extraordinary Optional Redemption, the Bonds to be redeemed shall be selected in the following manner:

- (i) with respect to a Substantial Amount Redemption (as defined in the Indenture), 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 (as defined in the Indenture), the Outstanding Bonds shall be redeemed in inverse order of maturity.

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

shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

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

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 2022 Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Holder and upon all future Holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

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

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond or portion thereof called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond called for redemption 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.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, DALLAS COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City (or, in the absence of the Mayor, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary

Mayor

(City Seal)

(c) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on each Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(d) 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

(e) Form of Assignment.

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed by:

Authorized Signatory

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

(f) The Initial Bond for the 2020 Bonds shall be in the form set forth in paragraphs (a) and (c) through (e) of this section, except for the following alterations:

(i) immediately under the name of the 2020 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) the Initial Bond for the 2020 Bonds shall be numbered T-1; and

(iii) in the first paragraph of the 2020 Bond, the words “on the Maturity Date, as specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$ 750,000	2.50 %
***	***	***
2030	810,000	3.25
***	***	***
2040	2,140,000	3.75
***	***	***
2050	3,175,000	4.00”

(g) The Initial Bond for the 2022 Bonds shall be in the form set forth in paragraphs (b) through (e) of this section, except for the following alterations:

(i) immediately under the name of the 2022 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) the Initial Bond for the 2022 Bonds shall be numbered T-1; and

(iii) in the first paragraph of the 2022 Bond, the words “on the Maturity Date, as specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		

20__		

20__		

20__		”

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds Similarly Secured as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured. Except as authorized under Section 4.5 hereof, the City prohibits any Bond Similarly Secured to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond Similarly Secured with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds Similarly Secured have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured 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) Confirmation of Funds. The following Funds were created and established under the terms of the 2020 Indenture and are hereby confirmed pursuant to the terms of 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) Confirmation of Accounts.

(i) The prior creation and establishment of the following Account under the Bond Fund is hereby confirmed:

- (A) Principal and Interest Account.

(ii) The prior creation and establishment of the following Accounts under the Reserve Fund are hereby confirmed:

- (A) Reserve Account; and
- (B) Delinquency and Prepayment Reserve Account.

(iii) The prior creation and establishment of the following Accounts under the Project Fund are hereby confirmed:

- (A) Improvement Area #1 Bond Improvement Account; and
- (B) Costs of Issuance Account.

(iv) The prior creation and establishment of the following Account under the Pledged Revenue Fund is hereby confirmed:

- (A) Bond Pledged Revenue Account.

(c) Each Fund and Account previously created by the terms of the 2020 Indenture and confirmed by this Indenture, and not previously closed pursuant to the provisions hereof, has been and shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established pursuant to the terms of the 2020 Indenture and confirmed 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) 2020 Bonds. The proceeds from the sale of the 2020 Bonds have previously been paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account: \$395,200.00, which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account: \$405,550.00;
- (iii) to the Improvement Area #1 Bond Improvement Account: \$5,838,000.00; and
- (iv) to the Administrative Fund: \$30,000.00.

(b) 2022 Bonds. The proceeds from the sale of the 2022 Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account: \$_____, which amount will cause the Reserve Account to contain the Reserve Account Requirement following the issuance of the 2022 Bonds;
- (ii) to the Costs of Issuance Account: \$_____; and
- (iii) to the Improvement Area #1 Bond Improvement Account: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) Upon receipt thereof, and no later than February 15 of each year, the City shall continue to transfer, or cause to be transferred, pursuant to a City Order provided to the Trustee, for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred, pursuant to a City Order provided to the Trustee, the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account, an amount sufficient to pay all debt service on the Bonds Similarly Secured coming due in the Bond Year, and (ii) second, if necessary, to the Reserve Account, the amount required to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue Fund, and prior to any other transfers or deposits being made under this Section 6.3(a), the Additional Interest shall be transferred to the Funds and Accounts as prescribed by Sections 6.7(a) and 6.7(f) hereof. In addition, in the event the City owes Rebtable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide a City Order to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebtable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. If any Assessments and Annual Installments remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such

excess Assessments and Annual Installments for any one or more of the following purposes: (i) pay Improvement Area #1 Project Costs, (ii) pay other costs permitted by the PID Act or (iii) deposit such excess into the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV of this Indenture. Along with each transfer to the Trustee, the City shall provide a certificate as to the Funds, Accounts and payments into which the amounts are to be deposited or paid.

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

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured in the same manner described in Section 11.4(a) herein.

(d) Notwithstanding Section 6.3(a) hereof, as directed by the City pursuant to a City Order, the Trustee shall deposit, within two Business Days after receipt thereof, Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund to be used to redeem Bonds Similarly Secured pursuant to Section 4.4 of this Indenture.

(e) Notwithstanding Section 6.3(a) hereof, as directed by the City pursuant to a City Order, the Trustee shall deposit, within two Business Days after receipt thereof, the Foreclosure Proceeds into the Pledged Revenue Fund and after such deposit shall transfer such Foreclosure Proceeds, first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds Similarly Secured pursuant to Section 4.4 of this Indenture.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in Section 6.3(a) hereof, as directed by the City in a City Order.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds Similarly Secured.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 of this Indenture, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in clauses (i) and (iii) (excluding the portion of the Bond Issuance Costs deposited into the Reserve Account) of Section 3.1(a) of this Indenture and clauses (i) and (ii) (excluding the portion of the Bond Issuance Costs deposited into the Reserve Account) of Section 3.1(b) of this Indenture. Except as provided in paragraphs (c) and (e) of this Section, money on deposit in the Improvement Area #1 Bond Improvement Account shall only be used to pay Improvement Area #1 Project Costs.

(b) Disbursements from the Costs of Issuance Account shall be made by the Trustee to pay specified portions of the Bond Issuance Costs related to each respective series of Bonds Similarly Secured pursuant to one or more City Orders. Disbursements from the Improvement Area #1 Bond Improvement Account shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment as described in the Reimbursement Agreement. Each such City Order and/or Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such City Order and/or Certificate for Payment and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area #1 Bond Improvement Account are not expected to be expended for purposes of the Improvement Area #1 Bond Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #1 Projects such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #1 Bond Improvement Account will ever be expended for the purposes of the Improvement Area #1 Bond Improvement Account, the City Representative shall file a City Order with the Trustee which identifies the amounts then on deposit in the Improvement Area #1 Bond Improvement Account that are not expected to be used for purposes of the Improvement Area #1 Bond Improvement Account. In such City Order, the City Representative shall direct the Trustee to transfer such amounts to (i) the Bond Fund and/or (ii) the Redemption Fund, and such City Order shall also specify the amounts to be deposited into each such Fund. Upon such transfers, the Improvement Area #1 Bond Improvement Account shall be closed.

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

(e) In the event the City Representative files a City Order with the Trustee stating that all Improvement Area #1 Projects have been completed and that all Improvement Area #1 Project Costs have been paid, or that any Improvement Area #1 Project Costs are not required to be paid from the Improvement Area #1 Bond Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining in the Improvement Area #1 Bond Improvement Account to (i) the Bond Fund and/or (ii) the Redemption Fund, as directed by the City Representative in such City Order; provided, however, that the City Representative shall not file a City Order pursuant to this Section if the Developer has submitted a Certificate for Payment to the City requesting payment from the Improvement Area #1 Bond Improvement Account and the City has not yet completed its review of such Certificate for Payment. Upon such transfers, the Improvement Area #1 Bond Improvement Account shall be closed.

(f) Upon a determination by the City Representative that all Bond Issuance Costs for all Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Improvement Area #1 Bond Improvement Account and used to pay Improvement Area #1 Project Costs or, if no Improvement Area #1 Project Costs remain to be funded, to the Principal and Interest Account and used to pay interest on the Bonds Similarly Secured, as directed in a City Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, pursuant to a City Order, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 of this Indenture on the dates specified for redemption as provided in Sections 4.3 and 4.4 of this Indenture. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV of this Indenture.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account an amount equal to not less than the Reserve Account Requirement. Amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purposes set forth in this Indenture. Pursuant to the terms of the 2020 Indenture, the Trustee has been transferring, and pursuant to the terms hereof, the Trustee will continue to transfer, as directed by a City Order, on or before March 15 of each year, the Additional Interest from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account. At the time the Delinquency and Prepayment Reserve Requirement is fully accumulated in the Delinquency and Prepayment Reserve Account, the Trustee shall provide written notice thereof to the City, and thereafter, the Trustee shall begin transferring the Additional Interest to either (i) the Administrative Fund for the payment of

Annual Collection Costs or (ii) the Redemption Fund to be used to redeem Bonds Similarly Secured pursuant to Section 4.4 hereof, as directed by the City pursuant to a City Order. In the event the Trustee does not receive a City Order directing the transfer of the Additional Interest to the Administrative Fund within forty-five (45) days of providing the foregoing notice to the City, the Trustee shall transfer the Additional Interest to the Redemption Fund to redeem Bonds Similarly Secured pursuant to Section 4.4 hereof and provide the City with written notification of such transfer. Notwithstanding the foregoing, if at any time the amount on deposit in the Delinquency and Prepayment Reserve Account falls below the Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated therein. In transferring the amounts pursuant to this Section, the Trustee may conclusively rely on a City Order (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Order directing that a different amount be used. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds Similarly Secured are no longer Outstanding.

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

(c) In the event of an extraordinary optional redemption of Bonds Similarly Secured resulting from funds being deposited into the Redemption Fund pursuant to any provision of this Indenture, the Trustee, pursuant to a City Order, shall transfer from the Reserve Account to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the funds on deposit in the Redemption Fund toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed pursuant to this Section 6.7(c), the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(d) If on any Interest Payment Date, or on any other date as directed by a City Order, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess and shall transfer such excess to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured, (iii) to the Improvement Area #1 Bond Improvement Account to pay

Improvement Area #1 Project Costs if such application and the expenditure of funds is expected to occur within three years of the Delivery Date of the 2022 Bonds, or (iv) to the Redemption Fund to be applied to the redemption of Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date as directed by a City Order, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds Similarly Secured pursuant to Section 4.4 hereof. In the event the Trustee does not receive a City Order directing the transfer of such excess to the Administrative Fund within forty-five (45) days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds Similarly Secured pursuant to Section 4.4 hereof and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account and second from the Reserve Account to the Bond Fund the amounts necessary to cure such deficiency. In such event, notwithstanding anything to the contrary in Section 6.7(a) above, the Additional Interest shall be used to replenish first, the Reserve Account and second, the Delinquency and Prepayment Reserve Account.

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

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

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and interest due on all Outstanding Bonds Similarly Secured on the next Interest Payment Date or date on which the Bonds Similarly Secured may be optionally redeemed by the City at the Redemption Price, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the

purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate, as further set forth in a City Order sent to the Trustee. The Trustee may conclusively rely on such City Order as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section, but only so long as the Trustee follows such City Order in all respects.

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

(d) The first calculation to determine whether Rebatable Arbitrage is owed to the United States Government (each, a "Rebate Calculation") will be done on the date that is five years from the Delivery Date, and each subsequent Rebate Calculation will be done, at a minimum, (i) on the same date every five years thereafter and (ii) on the date the Bonds Similarly Secured have been paid in full, either as a result of maturity or prior redemption. The City shall provide the Trustee with a City Order in connection with each Rebate Calculation made pursuant to this Section, and each City Order shall include a copy of the Rebate Calculation and shall state whether or not the City owes Rebatable Arbitrage to the United States Government.

(e) In the event it is found, after a Rebate Calculation has been done pursuant to this Section, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. Such City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the funds shall be transferred. If the final Rebate Calculation shows that the City owes Rebatable Arbitrage to the United States Government, and there are insufficient funds in the Pledged Funds to pay such Rebatable Arbitrage, the Trustee shall notify the City of such insufficiency, and the City shall transfer to the Trustee an amount equal to such insufficiency for deposit into the Rebate Fund within five (5) Business Days of receiving notice from the Trustee.

(f) If, on any date a Rebate Calculation is done, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Order, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, and other funds directed by this Indenture to be deposited therein.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the 2020 Indenture and hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. **Investment of Funds.**

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Order shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in the Wilmington U.S. Government Money Market Fund – Select Share Class CUSIP No. 97181C704, and only so long as the money required to be expended from any Fund will be available at the proper time or times.

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

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be

required to determine the suitability or legality of any investments or whether investments comply with Section 6.10(a) above.

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

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after a Rebate Calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatale Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatale Arbitrage owed by the City. The City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

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

Section 7.2. Collection and Enforcement of Assessments.

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

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

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding particular Assessed Property.

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

Section 7.3. Against Encumbrances.

Other than Refunding Bonds or Subordinate Lien Obligations issued pursuant to Section 13.2 hereof, for so long as any Bonds Similarly Secured remain Outstanding hereunder, the City shall not create any lien, encumbrance or charge upon the Trust Estate or issue any bonds, notes or other evidences of indebtedness secured by a pledge of or lien on the Trust Estate, except for the lien and pledge created for the security of the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Holder or Holders of any Bonds Similarly Secured or any duly authorized agent or agents of such Holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular

business hours and on a mutually agreeable date not later than twenty (20) days after the City receives such request.

Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds Similarly Secured.

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds Similarly Secured as an obligation described in section 103 of the Code, the interest on which is not includable in the “gross income” of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds Similarly Secured (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds Similarly Secured, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds Similarly Secured or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds Similarly Secured (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds Similarly Secured being treated as a “private activity bond” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds Similarly Secured being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds Similarly Secured, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds Similarly Secured, other than investment property acquired with –

(A) proceeds of the Bonds Similarly Secured invested for a reasonable temporary period of three (3) years or less or, in the case of a refunding bond, for a period of ninety (90) days or less until such proceeds are needed for the purpose for which the Bonds Similarly Secured are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds Similarly Secured;

(7) to otherwise restrict the use of the proceeds of the Bonds Similarly Secured or amounts treated as proceeds of the Bonds Similarly Secured, as may be necessary, so that the Bonds Similarly Secured do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds Similarly Secured or proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds Similarly Secured in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of each respective series of Bonds Similarly Secured) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds Similarly Secured have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and.

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund has been established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund has been established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds Similarly Secured. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "Treasury Regulations"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds Similarly Secured, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds Similarly Secured under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable

to the Bonds Similarly Secured, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds Similarly Secured under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Director of Finance and the Mayor, individually or jointly, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds Similarly Secured.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Improvement Area #1 Project Costs on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #1 Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth (5th) anniversary of each respective Delivery Date, or (2) the date the Bonds Similarly Secured are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds Similarly Secured. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds Similarly Secured will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds Similarly Secured. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. Liability of City.

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and, except for the Trust Estate, no City taxes, fees or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City

shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

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

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

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

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond 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. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action

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

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

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds Similarly Secured agree.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to deliver any notice when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, and in such case the Trustee may make transfers from the Administrative Fund, and to the extent money in the Administrative Fund is 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 Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

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

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs. No implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee is not responsible for the terms or any agreement to which it is not a party and is not responsible for determining compliance with the terms of any document to which it is not a party. The Trustee is not responsible for nor have any duty to monitor the performance or any action of any other person or entity. In any event, the Trustee shall not be liable for any amount in excess of the value of the Trust Estate.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #1 Projects. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds Similarly Secured then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

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

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

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

(g) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds Similarly Secured) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds Similarly Secured. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

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

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of at least a majority of the aggregate principal amount of Bonds Similarly Secured then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

(j) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by 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

it being understood that Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. Property Held in Trust.

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

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may request and conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, direction, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant that the Trustee shall in good faith reasonably believe to be qualified in relation to the subject matter or is selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into, and shall not be deemed to have knowledge of, any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel selected by the Trustee with due care that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Order, unless other evidence in respect thereof be hereby specifically prescribed. Such City Order shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Order shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

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

(d) In the event that any portion of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of

a court, or any order, judgment or decree shall be made or entered by any court order affecting the Trust Estate, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel 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.

Section 9.6. Compensation.

(a) The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar; provided, however, notwithstanding anything herein to the contrary, the aggregate value of this Indenture and the compensation paid to the Trustee under this Indenture does not and shall not exceed the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code. The Trustee hereby agrees that the fees it is to be paid for any fiscal year will not cause the aggregate compensation received by the Trustee pursuant to the terms of this Indenture to exceed the limitation set forth in Section 2274.002(a)(2).

(b) The Trustee hereby agrees to submit to the City and/or the Administrator an annual report, no later than six (6) months after each Bond Year, beginning with the Bond Year ending September 15, 2023, setting forth (i) the amount of fees the Trustee has received pursuant to the terms of this Indenture for the preceding Bond Year and (ii) the cumulative amount of fees paid to the Trustee pursuant to the terms of the Indenture to the date of the annual report. The Trustee hereby authorizes the City to include such information as a part of the City's continuing disclosure obligation in connection with the Bonds Similarly Secured and to confirm compliance with the provisions of this Indenture and for no other purpose.

(c) Unless otherwise provided by contract with the Trustee, the Trustee, at the written direction of the City, shall transfer from the Administrative Fund, the previously determined and agreed upon, reasonable compensation for all services rendered by the Trustee hereunder, including its services as Paying Agent/Registrar and extraordinary services rendered, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts previously created and herein confirmed and the exercise of its powers and the performance of its duties hereunder, all pursuant to a City Order and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Order, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Similarly Secured Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee has reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee shall make such payment from lawfully available funds in the Administrative Fund, and to the extent moneys in the Administrative Fund are insufficient then from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor

over any Bonds Similarly Secured Outstanding hereunder. The right of the Trustee to fees, expense, and indemnification, to the extent permitted by law, shall survive the release, discharge, and satisfaction of the Indenture.

(d) 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 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, unless any such events are the result of the Trustee's negligence or willful misconduct.

Section 9.7. Permitted Acts.

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

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than thirty (30) days' notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. 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 thirty (30) days' advance written notice to the Trustee by (i) the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% in aggregate Outstanding principal amount of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith (and in no event in excess of thirty (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 thirty (30) days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within forty-five (45) days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 hereof or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

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

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such

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

Section 9.12. Merger, Conversion or Consolidation of Trustee.

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

Section 9.13. Trustee To File Continuation Statements.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate provided herein, and such pledge is, under current law, valid, effective and perfected. If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC; provided unless the Trustee is otherwise notified by the City, the Trustee may conclusively rely upon the initial filing statements delivered to it in filing any continuation statements hereunder. The Trustee is not responsible for the initial filing of any financing statements.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of the Bonds Similarly Secured of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding and the City's approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except for the issuance of Refunding Bonds or as otherwise permitted by Applicable Laws or this Indenture), or (iii) reduce the percentage of Owners of the Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

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

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

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

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

(iv) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture; and

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

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting, to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds Similarly Secured required for the amendment of this Indenture as provided herein.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture, a notice shall have been mailed as hereinafter in this Section provided, and the City 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 the Bonds Similarly Secured 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 Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner

(whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

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

Section 10.6. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

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

Section 10.7. Amendatory Endorsement of Bonds Similarly Secured.

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

Section 10.8. Waiver of Default.

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

Section 10.9. Execution of Supplemental Indenture.

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

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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

- (i) The failure of the City to deposit the Assessment Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

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

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

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds Similarly Secured then Outstanding hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the 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 as provided in Section 11.1, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than a majority in aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

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

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

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds, 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, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

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

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

The Trustee shall make payments to the Owners pursuant to this Section 11.4 not later than thirty (30) days after receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

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

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

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

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

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

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

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Full compliance with any provision in this Article for the mailing of a notice or other document to Owners shall be deemed to have occurred if the notice is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, 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 Trust Estate is 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) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

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

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

Section 13.2. Other Obligations or Other Liens; Subordinate Lien Obligations; Refunding Bonds.

(a) The City reserves the right to issue Other Obligations under other indentures, assessment ordinances, or other agreements which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues. The City shall not have the right to issue any bonds, notes or other obligations secured in whole or in part by liens on the Trust Estate that are senior to the lien on the Trust Estate securing payment of the Bonds Similarly Secured.

(b) The City reserves the right to issue Refunding Bonds and Subordinate Lien Obligations, and other than Refunding Bonds and Subordinate Lien Obligations, the City shall not (i) issue additional bonds, notes or other obligations secured by any pledge of or other lien or charge on the Trust Estate, (ii) create or voluntarily permit to be created any debt, lien or charge on the Trust Estate or (iii) do or omit to do or suffer to be done or omit to be done any matter or thing whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding anything herein to the contrary, no Refunding Bonds or Subordinate Lien Obligations may be issued by the City unless (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds or Subordinate Lien Obligations are scheduled to mature or be subject to mandatory sinking fund redemption on September 15 in each of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds or Subordinate Lien Obligations must be scheduled to be paid on March 15 and September 15 in each of the years in which interest is scheduled to be paid; provided, however, that the foregoing restrictions shall not apply to Refunding Bonds issued to redeem all of the then-Outstanding Bonds Similarly Secured, provided that there are no Subordinate Lien Obligations outstanding on the date such Refunding Bonds are issued.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Trust Estate and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust previously created and herein confirmed by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

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

Section 14.3. Bonds Similarly Secured Deemed Paid.

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "Defeased Debt"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. 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 Similarly Secured and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

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

Section 15.2. Successor is Deemed Included in All References to Predecessor.

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

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

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

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

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

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

Section 15.4. No Waiver of Personal Liability.

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

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City

City of Sachse, Texas
3815 Sachse Road, Building B
Sachse, Texas 75048
Attn: City Manager
Telephone: (469) 429-4770

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

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Dayna Smith
Telephone: (972) 383-3154

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

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

(d) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of the redemption or defeasance of all Outstanding Bonds Similarly Secured.

Section 15.6. Partial Invalidity.

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

Section 15.7. Applicable Laws.

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

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Reimbursement Agreement Amendments and Supplements.

The City and the Developer may amend and supplement the Reimbursement Agreement from time to time without the consent or approval of the Owners or the Trustee.

Section 15.10. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.11. Certain Certifications Regarding Texas Government Code.

(a) This Indenture has a value of less than \$100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

(b) The Trustee represents that, neither the Trustee, nor any affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law

and excludes the Trustee and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[Remainder of page left blank intentionally]

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

CITY OF SACHSE, TEXAS

By: _____
Jeff Bickerstaff, Mayor

Attest:

Leah K Granger, City Secretary

(City Seal)

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Exhibit B

BOND PURCHASE AGREEMENT

**§[PRINCIPAL]
CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)**

BOND PURCHASE AGREEMENT

November 14, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

Ladies and Gentlemen:

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

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the §[PRINCIPAL] aggregate principal amount of the “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” (the “Bonds”), at a purchase price of \$[] (representing the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$[]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement

is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #1 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November 15, 2022 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 8, 2022 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on November 14, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Amended and Restated Indenture of Trust, dated as of November 15, 2022, between the City and the Trustee (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and the interest thereon shall be secured by a lien and pledge on the Trust Estate consisting primarily of revenue from proceeds of special assessments (the "Improvement Area #1 Assessments") levied on the assessable parcels within Improvement Area #1 of the Sachse Public Improvement District No. 1 (the "District"). The District was established by a resolution enacted by the City Council on January 22, 2019 and, on December 2, 2019, the City Council approved a resolution adding land to the District (together, the "Creation Resolution"), in accordance with the Act. The Improvement Area #1 Assessments were levied in accordance with a service and assessment plan, approved and accepted by the City Council on October 26, 2020 (as updated, the "Original Service and Assessment Plan"), pursuant to an ordinance adopted by the City Council (the "Assessment Ordinance"). On November 14, 2022, the City Council adopted an ordinance (the "SAP Ordinance") approving an amended and restated service and assessment plan (the "Service and Assessment Plan" and, together with the Creation Resolution, the Indenture, the Bond Ordinance, the Assessment Ordinance and the SAP

Ordinance, the “Authorizing Documents”), which amended and restated the Original Service and Assessment Plan in its entirety. The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying the Improvement Area #1 Project Costs and (ii) paying Bond Issuance Costs.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein) or “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act)). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

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

a. Definitions. For purposes of this Section 4, the following definitions apply:

(i) “*Public*” means any person (including an individual, trust, estate, partnership, association, company or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) “*Participating Underwriter*” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) “*Related Party*” means any two or more persons who are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

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

b. Issue Price Certificate. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an issue price certificate (the “Issue Price Certificate”), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the initial offering price (the “Initial Offering Price”) or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's financial advisor and any notice or report to be provided to the City may be provided to the City's financial advisor.

c. Substantial Amount Test. The City will treat the Initial Offering Price at which at least ten percent (a “Substantial Amount”) in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the “Substantial Amount Test”) as the issue price of that maturity (or each separate CUSIP number within that maturity). Those maturities of the Bonds which do not satisfy the Substantial Amount Test (the “Hold-the-Price Maturities”) will be identified in the Issue Price Certificate and will be subject to the Hold-the-Price Restriction (as hereinafter defined). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Underwriter has offered and sold to the Public each maturity of the Bonds.

d. Hold-The-Price Restriction. The Underwriter agrees that it will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the Underwriter has sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity (the “Hold-the-Price Restriction”). The Initial Offering Price of the Hold-the-Price Maturities shall be the issue price for such maturities.

The Underwriter shall promptly advise the City when the Underwriter has sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-The-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of

each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restrictions as applicable to the Bonds.

e. Agreements Among Participating Underwriters. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

f. Sale to Related Party not a Sale to the Public. The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to the Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to the Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer or

otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-The-Price Restriction.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated October 31, 2022, (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

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

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

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

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “ — Financing Plan – Reimbursement Agreement” (only with respect to the second sentence under such subcaption) and “– Improvement Areas #4-5,” “ — Status of Lot Development,” and “ — Status of Vertical Construction,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY-ONLY SYSTEM,” “OVERLAPPING TAXES AND DEBT — Owners’ Association,” “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE PID ADMINISTRATOR,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “SUITABILITY FOR

INVESTMENTS” and “INFORMATION RELATING TO THE TRUSTEE.” If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

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

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act).

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

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

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

(1) this Agreement;

(2) the Indenture;

(3) the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020 (the “Reimbursement Agreement”), executed and delivered by the City and PMB Station Developer, LLC, a Texas limited liability company (the “Developer”);

(4) the Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”); and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of November 15, 2022 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC, (the “PID Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as “Dissemination Agent.”

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

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

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

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

d. No Material Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and

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

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

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Improvement Area #1 Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Improvement Area #1 Assessments. The Improvement Area #1 Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Improvement Area #1 Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Improvement Area #1 Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

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

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Improvement Area #1 Assessments which secure the Bonds without the prior approval of the Underwriter.

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

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

Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

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

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

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

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

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

City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

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

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the “Financial Advisor”) in connection with its offering and issuance of the Bonds.

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

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

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

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

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material

respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Winstead PC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Reimbursement Agreement and the Development Agreement (collectively, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #1 Projects and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Improvement Area #1 Assessments when due or complete the Improvement Area #1 Projects.

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

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

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

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release,

other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

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

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

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Improvement Area #1 Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

The foregoing termination provisions shall not apply to any current, pending or proposed law or government inquiry or investigation that exist as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE — The 2022 Bonds,” “DESCRIPTION OF THE BONDS SIMILARLY SECURED” (except for the subcaption “Amount of Assessments May be Reduced by TIRZ No. 2 Annual Credit Amount”), “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology,” “Assessment Amounts” and “O&M Assessments”), “THE DISTRICT” (except for the subcaptions “District Collection and Delinquency of Assessments” and “Assessment Payer Concentration”), “TAX MATTERS,” “LEGAL MATTERS — Legal Proceedings” (except for the final paragraph thereof) and “— Legal Opinions” (except for the final paragraph thereof), “CONTINUING DISCLOSURE — The City,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and “APPENDIX B,” and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, the SAP Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, the SAP Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Reimbursement Agreement, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the attorney for the City, Nichols, Jackson, Dillard, Hager & Smith, LLP, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Underwriter and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Improvement Area #1 Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof;

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing;

(v) all official action of the City relating to the Limited Offering Memorandum, the Bonds and the City Documents have been duly taken by the City, are in full force and effect and have not been modified, amended, supplemented or repealed; and

(vi) to his or her knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be

disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any respect.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP, ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and

the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, representatives of the Developer, its counsel, Winstead PC, and its engineers and consultants, and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or conclusion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., underwriting or underwriter, tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source

referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content reasonably satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of PID Administrator. Letter of Representation of the PID Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

q. Evidence of Filing of SAP Ordinance. Evidence that the SAP Ordinance, including the legal description of the property within the District, the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and

Assessment Plan, and any updates thereto may be obtained or viewed has been filed of record in the real property records of Dallas County, Texas.

r. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

s. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

t. Additional Bonds Test. Evidence acceptable to the Underwriter and the Trustee that either (i) the conditions set forth in Section 13.2(d) of the Indenture of Trust, dated as of November 1, 2020, between the City and the Trustee (the "2020 Indenture"), relating to the issuance of Additional Bonds have been met or (ii) the City has obtained from the holders of all of the Outstanding 2020 Bonds a waiver of the conditions set forth in Section 13.2(d) of the 2020 Indenture relating to the issuance of Additional Bonds.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter or the City shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its limited public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Sachse, Texas, 3815 Sachse Road, Sachse, Texas 75048, Attention: Director of Finance.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Anti-Boycott Verification. . To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such section and to the extent such section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

23. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of

Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Underwriter and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

24. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

25. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate

Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

b. "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

c. "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

26. Affiliate. As used in Sections 22 through 25, the Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

27. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this 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 City hereby confirms receipt of the Form 1295 from the Underwriter, and the City 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 Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of Sachse, Texas

By: _____
Jeff Bickerstaff, Mayor

SCHEDULE I

\$(PRINCIPAL)

CITY OF SACHSE, TEXAS

(a municipal corporation of the State of Texas located in Collin and Dallas Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)

Interest Accrues From: Date of Delivery

\$() []% Term Bonds, Due September 15, 20[], Priced to Yield []% [(a) (b) (c)]

\$() []% Term Bonds, Due September 15, 20[], Priced to Yield []% [(a) (b) (c)]

- (a) [The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.]
- (b) The Bonds maturing on or after September 15, 20[] may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20[], such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption.
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under “DESCRIPTION OF THE BONDS — Redemption Provisions.”
- (d) The Bonds maturing September 15, 20[], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20†	

† Stated Maturity.

The Bonds maturing September 15, 20[], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20†	

† Stated Maturity.

The Bonds maturing September 15, 20[], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>	<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	\$	September 15, 20	\$
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20†	

† Stated Maturity.

The Bonds maturing September 15, 20[___], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>	<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	\$	September 15, 20	\$
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20†	

† Stated Maturity.

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

**[\$[PRINCIPAL]]
CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)**

DEVELOPER LETTER OF REPRESENTATIONS

November 14, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Sachse, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the [\$[PRINCIPAL]] “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, PMB Station Developer, LLC, a Texas limited liability company (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “— Financing Plan,” “— Status of Lot Development” and “— Status of Vertical Construction,” “OVERLAPPING TAXES AND DEBT — Owners’ Association,” “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “SOURCES OF INFORMATION — Developer” and “APPENDIX F” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- a. this Developer Letter of Representations;
- b. the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020, (the “Reimbursement Agreement”), executed and delivered by the City and the Developer; and
- c. Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”).

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #1 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default” by the Developer, has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will

indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

DEVELOPER:

PMB STATION DEVELOPER LLC,
a Texas limited liability company

By: PMB Station Land LP,
a Texas limited partnership,
its Manager

By: PMB Station Land GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: K. Taylor Baird
Title: Manager

APPENDIX B

\$(PRINCIPAL) CITY OF SACHSE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc., (“Purchaser”), with respect to the “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project),” issued by the City of Sachse, Texas (“Issuer”) in the principal amount of \$(PRINCIPAL) (“Bonds”), hereby certifies, based on its records and information, as follows:

(a) [Other than the Bonds maturing in _____ (“Hold-the-Price Maturities”), the][The] first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “Public”) is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

(b) On or before the first day on which the bond purchase agreement relating to the Bonds (the “Bond Purchase Agreement”) is entered into (the “Sale Date”), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the “Initial Offering Prices”), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail

distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____, 2022.

FMSbonds, Inc.,
as Underwriter

By: _____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF NICHOLS, JACKSON, DILLARD, HAGER & SMITH, LLP]

December 8, 2022

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

\$[PRINCIPAL]
CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Sachse, Texas (the “City”) for limited purposes and are rendering this opinion in connection with the issuance and sale of \$[PRINCIPAL] “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance adopted by the City Council of the City (the “City Council”) on November 14, 2022 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Amended and Restated Indenture of Trust dated as of November 15, 2022 (the “Indenture”) by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

- (a) The Resolution No. 3905 (the “Creation Resolution”) enacted by the City Council on January 22, 2019, as amended on December 2, 2019;
- (b) The ordinance accepted and approved by City Council on October 26, 2020 (the “Assessment Ordinance”), and the service and assessment plan (the “Original Service and Assessment Plan”) attached as an exhibit thereto;

(c) The ordinance accepted and approved by the City Council on November 14, 2022 (the “SAP Ordinance”), and the amended and restated service and assessment plan (the “Service and Assessment Plan”) attached as an exhibit thereto, which amends and restates the Original Service and Assessment Plan in its entirety;

(d) The Bond Ordinance;

(e) The Indenture;

(f) the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020, (the “Reimbursement Agreement”), executed and delivered by the City and PMB Station Developer, LLC, a Texas limited liability company (the “Developer”);

(g) Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”); and

(h) The Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of November 15, 2022 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC as PID Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Continuing Disclosure Agreement of Issuer”).

The Creation Resolution, the Assessment Ordinance, the SAP Ordinance, the Indenture and the Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the

principal of and interest on the Bonds, including the Assessments in Improvement Area #1 of the District pursuant to the provisions of the Assessment Ordinance, the SAP Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the

City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

[Signature page follows]

Very truly yours,

ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF WINSTEAD PC]

December 8, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
717 North Harwood St., Suite 900
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

\$[PRINCIPAL]
CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

I. Introduction

We have acted as special counsel to PMB Station Developer LLC, a Texas limited liability company (the “Developer”), in connection with the issuance and sale by the City of Sachse, Texas (the “City”), of \$[PRINCIPAL] City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project) (the “Bonds”), pursuant to the Amended and Restated Indenture of Trust dated as of November 15, 2022 (the “Indenture”), by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements benefiting property in the development known as “The Station” (the “Development”) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated November 14, 2022, (the “Bond Purchase Agreement”), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (a) The following documents (collectively, the “Material Documents”):

(1) the Development Agreement, effective October 3, 2018 (the “Development Agreement”), executed and delivered by the City and PMB Station Land, LP, a Texas limited partnership (the “Original Landowner”);

(2) the Assignment and Assumption of Development Agreement, effective as of August 14, 2019 (the “Assignment of Development Agreement”), executed and delivered by the Original Landowner and the Developer;

(3) the First Amendment to Development Agreement, effective as of September 4, 2019 (the “First Amendment”), executed and delivered by the City and Developer;

(4) the Second Amendment to Development Agreement, effective as of July 21, 2020 (the “Second Amendment”), executed and delivered by the City and Developer;

(5) the Third Amendment to Development Agreement, effective as of July 12, 2021 (the “Third Amendment”, executed and delivered by the City and Developer

(6) the Fourth Amendment to Development Agreement, effective as of November 14, 2022 (the “Fourth Amendment”, executed and delivered by the City and Developer;

(7) the Agreement for the Construction of PID Projects and Reimbursement of Advances by and between the City and the Developer, dated July 20, 2020 (the “Reimbursement Agreement”), executed and delivered by the City and the Developer;

(8) the Developer Letter of Representations effective as of November 14, 2022, relating to the Bonds (the “Developer Letter of Representations”);

(9) the Developer Closing Certificate with respect to the Bonds, dated December 8, 2022, (the “Closing Certificate”); and

(10) the General Certificate of the Developer with respect to the Bonds, effective as of December 8, 2022 (the “Developer Certificate”).

(b) The Preliminary Limited Offering Memorandum, dated October 31, 2022, relating to the issuance of the Bonds (the “Preliminary Limited Offering Memorandum”);

(c) The final Limited Offering Memorandum, dated November 14, 2022, relating to the issuance of the Bonds (the “Limited Offering Memorandum”); and

(d) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation

or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer, as applicable), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its respective obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental City of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which

would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its respective obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its respective obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its respective obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) There are no actions, suits or proceedings pending or, to our knowledge, threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach or default would materially adversely affect the Developer or its performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps on pages (iii), (iv), (v), and (vi), and under the captions “PLAN OF FINANCE — Development Plan,” “— Financing Plan,” “— Status of Lot Development” and “— Status of Vertical Construction,” “OVERLAPPING TAXES AND DEBT — Owners’ Association,” “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum) and “LEGAL MATTERS — Litigation – The Developer” adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of

the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of November 14, 2022, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section II(c) above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

PMB Station Developer LLC, a Texas limited liability company (the “Developer”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Sachse, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated October 31, 2022 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated November 14, 2022 (the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations dated November 14, 2022;

(b) the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020, (the “Reimbursement Agreement”), executed and delivered by the City and the Developer; and

(c) Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”).

6. The Developer or other development entities affiliated with the Developer owned all of the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) located in Improvement Area #1 of the District on the date that the Assessment Ordinance was adopted and such landowners are not entities that may claim a homestead right under Texas law.

7. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

8. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan," "— Financing Plan," "— Status of Lot Development" and "— Status of Vertical Construction," "OVERLAPPING TAXES AND DEBT — Owners' Association," "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation — The Developer," "SOURCES OF INFORMATION — Developer" and "APPENDIX F" (collectively, the "Developer Disclosures") and certifies that the information contained in the Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as

of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within Improvement Area #1 of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Area #1 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Improvement Area #1 Assessments on property in Improvement Area #1 of the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

15. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

16. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[Signature page follows.]

Dated: December 8, 2022

DEVELOPER:

PMB STATION DEVELOPER LLC,
a Texas limited liability company

By: PMB Station Land LP,
a Texas limited partnership,
its Manager

By: PMB Station Land GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: K. Taylor Baird
Title: Manager

APPENDIX F

[LETTERHEAD OF P3WORKS, LLC]

_____, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
717 North Harwood St., Suite 900
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Re: City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, representative of P3Works, LLC (“P3Works”), consultant in connection with the creation by the City of Sachse, Texas (the “City”), of Sachse Public Improvement District No. 1 (the “District”), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated October 31, 2022, and the final Limited Offering Memorandum for the Bonds, dated November 14, 2022 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES,” “THE DISTRICT – District Collection and Delinquency of Assessments” and “– Assessment Payer Concentration” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. P3Works agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

5. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or

about December 8, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

By: _____
Its: _____

Exhibit C

CONTINUING DISCLOSURE AGREEMENT

**CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of November 15, 2022 (this “Disclosure Agreement”) is executed and delivered by and among the City of Sachse, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Amended and Restated Indenture of Trust dated as of November 15, 2022, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or independent firm designated by the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the initial Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessments” shall have the meaning assigned to such term in the Indenture.

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

“Developer” shall mean, PMB Station Developer LLC, a Texas limited liability company, including its respective affiliates, successors and assigns.

“Disclosure Representative” shall mean the Director of Finance 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., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Sachse Public Improvement District No. 1.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Filing Date” shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer’s Fiscal Year, which Filing Date is currently March 31.

“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.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Other Obligations” means any bonds, temporary notes, time warrants, or an obligation under an installment sale contract or reimbursement agreement secured in whole or in

part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #1 in accordance with the Act.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Prepayment” shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean Wilmington Trust, National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2022, the Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Filing Date, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. 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 Filing Date. 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 Filing Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the Filing Date, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report by the Filing Date, state the date by which the Annual Issuer Report for such year will be provided and

instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than the 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 Filing Date.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report; and

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Filing Date, the following:

(a) The following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) for the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and the principal amount remaining Outstanding and the interest amount remaining Outstanding;

(B) the amounts in the funds and accounts securing the Bonds and a description of the related investments; and

(C) the assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #1 from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a “SAP Update”), including any changes to the methodology for levying the Assessments in Improvement Area #1.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #1 based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until certificates of occupancy have been issued (or, if certificates of occupancy are not issued upon completion of construction of single-family dwellings, approval of the final inspection has been granted) for lots representing, in the aggregate, ninety-five percent (95%) of the total single-family residential lots within Improvement Area #1, the Annual Issuer Report (in the SAP Update or otherwise) shall include the following:

(A) the number of new homes completed in Improvement Area #1 during such Fiscal Year; and

(B) the aggregate number of new homes completed within Improvement Area #1 since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2022.

(vii) With respect to commercial, office, retail and multifamily residential parcels, until such time as development thereof is complete, the following information:

(A) issuance of building permit(s);

(B) issuance of certificate(s) of occupancy; and

(C) for parcels where a certificate of occupancy was issued, the total covered square footage for such commercial, office, retail and/or multifamily residential units on an annual and cumulative basis, if available.

(viii) Listing of any landowners in Improvement Area #1, as determined by the most recent certified tax roll available to the Issuer, representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within Improvement Area #1, as shown on the Assessment Roll attached to the SAP Update for such Fiscal Year.

(ix) Collection and delinquency history of the Assessments within Improvement Area #1 for the past five (5) Fiscal Years, in the following format:

Collection and Delinquent History of Assessments

Collected in Fiscal Year <u>Ending 9/30</u>	Assessment <u>Billed</u>	Parcels <u>Levied</u>	Delinquent Amount <u>as of 3/1</u>	Delinquent Percentage <u>as of 3/1</u>	Delinquent Amount <u>as of 9/1</u>	Delinquent Percentage <u>as of 9/1</u>	Total Assessments <u>Collected⁽¹⁾</u>
202__	\$			—	—		\$

⁽¹⁾ Collected as of _____, 20___. Includes \$_____ attributable to Prepayments.

(x) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten percent (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(xi) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #1 if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Assessments.

(xii) Total amount of Prepayments collected, as of March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xiii) 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.

(xiv) With respect to the aggregate value of the Indenture:

(A) the total aggregate amount paid to the Trustee under the Indenture, as of the earlier of (1) six (6) months after the end of such Bond Year or (2) the dated date of the applicable Annual Issuer Report; and

(B) the dollar limitation set forth in Section 2274.002(a)(2), Texas Government Code, as amended.

(b) The audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited financial statements of the Issuer are not available by the Filing Date, the Issuer shall provide unaudited financial statements of the Issuer no later than the Filing Date and audited financial statements when and if available.

See Exhibit B hereto for a form for submitting the information set forth in Section 4(a) above. 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 Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Developer of real property within Improvement Area #1 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 issuance of additional bonds, if any, under the Indenture or the incurrence of Other Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 5 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the

Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any

amendment so requested by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall

not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance.

SECTION 11. 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 hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent 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 their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent and Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is

required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination and Administrator, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification,

(a) “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or

without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator understand “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. 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. 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 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF SACHSE, TEXAS
(as Issuer)

By: _____
Jeff Bickerstaff, Mayor

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 ISSUER REPORT**

Name of Issuer: City of Sachse, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022
(Sachse Public Improvement District No. 1 Improvement Area #1
Project) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Sachse, Texas, has not provided [an Annual Issuer Report][annual [audited][unaudited] financial statements] for fiscal year end _____ with respect to the Bonds as required by the Continuing Disclosure Agreement of the Issuer dated as of November 15, 2022, by and among the Issuer, P3Works, LLC, as the “Administrator,” and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual [audited][unaudited] financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services,
a division of Hilltop Securities Inc.,
on behalf of the City of Sachse, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Sachse, Texas

EXHIBIT B

**CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)**

ANNUAL ISSUER REPORT¹

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: _____

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bonds (Principal Balance) _____

¹ Excluding audited financial statements of the Issuer.

Funds and Accounts [list] _____

TOTAL ASSETS _____

LIABILITIES

Outstanding Bond Principal _____

Outstanding Program Expenses (if any) _____

TOTAL LIABILITIES _____

EQUITY

Assets Less Liabilities _____

Value to Debt Ratio _____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (viii)

[Insert a line item]

SECTION 4(a)(ix) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN IMPROVEMENT AREA #1 FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Assessments

Collected in Fiscal Year <u>Ending 9/30</u>	Assessment <u>Billed</u>	Parcels <u>Levied</u>	Delinquent Amount <u>as of 3/1</u>	Delinquent Percentage <u>as of 3/1</u>	Delinquent Amount <u>as of 9/1</u>	Delinquent Percentage <u>as of 9/1</u>	Total Assessments <u>Collected⁽¹⁾</u>
202__	\$			—	—		\$

⁽¹⁾ Collected as of _____, 20___. Includes \$_____ attributable to Prepayments.

ITEMS REQUIRED BY SECTIONS 4(a)(x) – (xiv) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO THE CITY OF SACHSE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware of actual and specific delinquencies
		Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.
		Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
		At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in

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 Dallas County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

accordance with the Dallas County Tax/Assessor Collector's procedures².

If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the Dallas County/Tax Assessor Collector procedures².

March 15

43/44

Trustee pays bond interest payments to Owners.

Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent 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.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

July 1

152/153

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the Dallas County/Tax Assessor Collector procedures².

Preliminary Foreclosure activity commences, in accordance with the Dallas County/Tax Assessor Collector procedures², and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

² If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

August 15

197/198

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court, in accordance with the Dallas County/Tax Assessor Collector procedures³.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager or the Finance Director 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.

³ If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	10. Consider the adoption of an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)" and approving various documents related to such bonds.
Access	Public
Type	Action, Discussion
Recommended Action	Approve an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)" and approving various documents related to such bonds.

Public Content

BACKGROUND

The Public Improvement District Assessment Act (the PID Act), Texas Local Government Code, Chapter 372, as amended, authorizes the City Council to create a Public Improvement District within the City. On January 22, 2019, the Council approved Resolution No. 3905 authorizing, establishing and creating the Sachse Public Improvement District No. 1, and, on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District. In September 2020, the City Council adopted an ordinance levying assessments on Major Improvement Area and Improvement Area #1 and issued bonds accordingly. Improvement Area #1 levy secures the 2020 bonds and a reimbursement obligation/2022 Series B bonds. The previous action item levying assessments on Improvement Areas #2-3 secures these bonds.

This Amended and Restated Service and Assessment Plan and assessment rolls serve as the annual update, as required by the statute, for the rest of the District.

POLICY CONSIDERATIONS

This action item is authorized under Chapter 372 of the Texas Local Government Code and is contemplated within the original Development Agreement between the City and PMB Station Land LP that was executed on October 3, 2018.

RECOMMENDATION

Approve an ordinance approving the issuance and sale of "City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)" and approving various documents related to such bonds.

[Sachse PID No. 1 IA#2-3 2022--Bond Ordinance \(for agenda packets\).pdf \(1,013 KB\)](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE ISSUANCE OF THE “CITY OF SACHSE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREAS #2-3 PROJECT)”; **APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the City Secretary (i) published notice of a public hearing (the “Assessment Hearing”) to consider an ordinance levying assessments (the “Improvement Areas #2-3 Assessments”) on certain benefitted property within Improvement Areas #2-3 of the District (the “Improvement Areas #2-3 Assessed Property”) in *The Sachse News*, a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the PID Act, and (ii) mailed notice of the Assessment Hearing to the last known address of the owners of the property liable for the Improvement Areas #2-3 Assessments, pursuant to Section 372.016(c) of the PID Act; and

WHEREAS, on October 17, 2022, the City Council of the City (the “Council”) opened the Assessment Hearing and immediately continued the Assessment Hearing to the next regular Council meeting to be held on November 14, 2022; and

WHEREAS, on November 14, 2022, the Council reopened the Assessment Hearing and adopted an ordinance which (i) approved and accepted the Sachse Public Improvement District No. 1 Amended and Restated Service and Assessment Plan and (ii) levied the Improvement Areas #2-3 Assessments against the Improvement Areas #2-3 Assessed Property (the “Assessment Ordinance”); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)” (the “Bonds”), such Bonds to be payable from and secured by the Trust Estate; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Trust Estate for the purpose of (i) paying a portion of the Improvement Areas #2-3 Improvement Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds for the purposes described herein, (ii) the form, terms and provisions of the Indenture (defined below) securing the Bonds authorized hereby, (iii) the form, terms and provisions of a

Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below) and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

SECTION 1. FINDINGS. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture.

SECTION 2. APPROVAL OF ISSUANCE OF BONDS AND INDENTURE OF TRUST.

(a) The issuance of the Bonds in the principal amount of \$_____ for the purpose of (i) paying a portion of the Improvement Areas #2-3 Improvement Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of November 15, 2022, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the purposes and intent of this Ordinance and as approved by one or more of the Authorized Officials (defined below), such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

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

SECTION 3. SALE OF BONDS; APPROVAL OF BOND PURCHASE AGREEMENT. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale

are declared to be in the best interest of the City. The form, terms and provisions of the Purchase Agreement are hereby authorized and approved, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Purchase Agreement.

SECTION 4. LIMITED OFFERING MEMORANDUM. The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the “Limited Offering Memorandum”) presented to and considered at the meeting at which this Ordinance is considered is hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by one or more Authorized Officials and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum by the Underwriter in the offering of the Bonds is hereby ratified, approved and confirmed. By separate resolution, the City has previously deemed the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the following information: (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE - Development Plan”, “ - Financing Plan - Reimbursement Agreement” (only with respect to the second sentence under such subcaption) and “- Improvement Areas #4-5”, “ - Status of Lot Development”, and “ - Status of Vertical Construction”, “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS”, “BOOK-ENTRY-ONLY SYSTEM”, “OVERLAPPING TAXES AND DEBT - Owners’ Association”, “THE IMPROVEMENT AREAS #2-3 AUTHORIZED IMPROVEMENTS”, “THE DEVELOPMENT”, “THE DEVELOPER”, “THE PID ADMINISTRATOR”, “SUMMARY OF APPRAISALS OF IMPROVEMENT AREAS #2-3”, “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Areas #2-3 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS - Litigation - The Developer”, “SUITABILITY FOR INVESTMENTS”, “CONTINUING DISCLOSURE - The Developer” and “ - The Developer’s Compliance with Prior Undertakings”, “INFORMATION RELATING TO THE TRUSTEE”, “APPENDIX E-2” and “APPENDIX F”.

SECTION 5. CONTINUING DISCLOSURE AGREEMENT. The Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) among the City, P3Works, LLC and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem of the

City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purposes and intent of this Ordinance and approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. ADDITIONAL ACTIONS. The Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance and the City Secretary (individually, an “Authorized Official”, and collectively, the “Authorized Officials”) are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the purposes and intent of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Authorized Officials are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

SECTION 7. SEVERABILITY. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
SACHSE, TEXAS, THIS THE 14th DAY OF NOVEMBER 2022.**

APPROVED

Jeff Bickerstaff, Mayor

ATTEST:

(City Seal)

Leah K Granger, City Secretary

Exhibit A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF SACHSE, TEXAS

and

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

DATED AS OF NOVEMBER 15, 2022

SECURING

\$_____

**CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE, dated as of November 15, 2022, is by and between the CITY OF SACHSE, TEXAS (the “City”), and Wilmington Trust, National Association, Dallas, Texas, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, on December 7, 2018, a petition (the “Petition”) was submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district located within the corporate limits of the City to be known as “Sachse Public Improvement District No. 1” (the “District”); and

WHEREAS, the Petition contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Dallas Central Appraisal District, and the signatures of record property owners who own 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, after due notice, on January 22, 2019, the City Council of the City (the “City Council”) (i) opened, held and closed the public hearing on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act and (ii) made the findings required by Section 372.009(b) of the PID Act and adopted Resolution 3905 (the “Creation Resolution”), authorizing the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Creation Resolution, the City published notice of its authorization of the District in 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 the date of publication of such notice; and

WHEREAS, on November 4, 2019, a second petition (“Petition #2”) was submitted and filed with the City Secretary pursuant to the PID Act, requesting that land be added to the District; and

WHEREAS, Petition #2 contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the property being added to the District, as determined by the then current ad valorem tax rolls of the Dallas Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment within the property being added to the District; and

WHEREAS, after due notice, on December 2, 2019, the City Council (i) opened, held and closed the public hearing on the advisability of the improvement projects and services

described in Petition #2 as required by Section 372.009 of the PID Act and (ii) made the findings required by Section 372.009(b) of the PID Act and adopted Resolution 3958 (the “Land Addition Resolution”), authorizing the addition of land to the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Land Addition Resolution, the City published notice of its authorization of the addition of land to the District in 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 the date of publication of such notice; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the City Secretary published notice of a public hearing (the “Assessment Hearing”) in a newspaper of general circulation in the City to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of the Assessments on property in Improvement Areas #2-3 and, pursuant to Section 372.016(c) of the PID Act, the City Secretary mailed notice of the Assessment Hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Improvement Areas #2-3 to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Assessment Hearing on October 17, 2022, and continued the Assessment Hearing to the next regular City Council meeting on November 14, 2022; and

WHEREAS, the City Council reopened the Assessment Hearing on November 14, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Improvement Areas #2-3 Improvement Costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, at the Assessment Hearing, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Improvement Areas #2-3 Improvement Costs, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the Assessment Hearing and, after considering all written and documentary evidence presented at the Assessment Hearing, including all written comments and statements filed with the City, at the meeting held on November 14, 2022, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Improvement Areas

#2-3 Improvement Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs; and

WHEREAS, the City has previously issued its \$8,540,000 “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Major Improvement Area Project)”, dated November 1, 2020 (the “Major Improvement Bonds”) pursuant to that certain Indenture of Trust, dated November 1, 2020, between the City and the Trustee (the “Major Improvement Indenture”); and

WHEREAS, Section 13.2(e) of the Major Improvement Indenture authorizes the City to issue Future Improvement Area Bonds (as defined in the Major Improvement Indenture) to finance the costs of Future Improvement Area Improvements (as defined in the Major Improvement Indenture) as the development proceeds, so long as the conditions set forth in paragraphs (i) through (vi) of such subsection are met, which conditions have been met; and

WHEREAS, the City now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be titled “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate and for the purposes set forth in this preamble; and

WHEREAS, the Bonds are being issued as Future Improvement Area Bonds pursuant to Section 13.2(e) of the Major Improvement Indenture and are secured by and payable from a lien on and pledge of the Trust Estate; and

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

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

FIRST GRANTING CLAUSE

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

SECOND GRANTING CLAUSE

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

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

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

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds 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 the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

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

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City 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”, in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and “Accounts”, in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

“Actual Costs” shall have the meaning given to such term in the Service and Assessment Plan.

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

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

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

“Administrator” means the City or 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.

“Annual Collection Costs” means the actual or budgeted costs and expenses related to the operation of Improvement Areas #2-3, 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 the Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with the Service and Assessment Plan, the PID Act and this Indenture, 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. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

“Assessed Property” means, collectively, the Improvement Area #2 Assessed Property and the Improvement Area #3 Assessed Property.

“Assessment Ordinance” means the ordinance adopted by the City Council on November 14, 2022, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

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

“Assessment Roll” means, collectively, the Improvement Area #2 Assessment Roll and the Improvement Area #3 Assessment Roll.

“Assessments” means, collectively, the Improvement Area #2 Assessment and the Improvement Area #3 Assessment.

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

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

“Authorized Improvements” means those improvements authorized by Section 372.003 of the PID Act, including those described in the Service and Assessment Plan.

“Bond” means any of the Bonds.

“Bond Counsel” means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.4 of this Indenture.

“Bond Issuance Costs” means the costs associated with issuing the Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, Trustee and Paying Agent/Registrar fees, and any other cost or expense incurred by the City directly associated with the issuance of the Bonds.

“Bond Ordinance” means the ordinance adopted by the City Council on November 14, 2022 authorizing the issuance of the Bonds pursuant to this Indenture.

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

“Bond Year” means the one-year period beginning on September 16 in each year and ending on September 15 in the following year.

“Bonds” means the City’s bonds authorized to be issued by Section 3.1 of this Indenture titled “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)” and, in the event the City issues Refunding Bonds pursuant to Section 13.2 hereof, the term “Bonds” shall include such Refunding Bonds.

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

“Certificate for Payment” means, with respect to payment or reimbursement of Improvement Area #2 Improvement Costs and/or Improvement Area #3 Improvement Costs, a certificate substantially in the form of Exhibit B attached to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Improvement Area #2 Improvement Costs and/or Improvement Area #3 Improvement Costs thereof, and requesting payment for such Improvement Area #2 Improvement Costs and/or Improvement Area #3 Improvement Costs from money on deposit in the Improvement Area #2 Bond Improvement Account and/or the Improvement Area #3 Bond Improvement Account, as applicable, as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

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

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

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

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

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

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

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

“Delinquency and Prepayment Reserve Requirement” means an amount equal to [5.5%] of the principal amount of the Outstanding Bonds to be funded from the Additional Interest deposited to the Pledged Revenue Fund and transferred to the Delinquency and Prepayment Reserve Account.

“Delinquent Collection Costs” means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Delivery Date” means December 8, 2022, which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, 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 PMB Station Developer LLC, a Texas limited liability company, and any successors thereto.

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

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

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

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

“Improvement Area #2” means that portion of the District generally described in Section II of the Service and Assessment Plan and generally shown in Exhibits A-2 and B-2 to the Service and Assessment Plan and as specifically described in Exhibit Q-4 to the Service and Assessment Plan.

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

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

“Improvement Area #2 Assessment” means an assessment levied against Improvement Area #2 Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2 Improvements and is defined as “Improvement Area #2 Assessment” in the Service and Assessment Plan.

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

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

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

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the property located in Improvement Area #2 and are described in Section III.C. and Exhibit L-3 to the Service and Assessment Plan.

“Improvement Area #3” means that portion of the District generally described in Section II of the Service and Assessment Plan and generally shown in Exhibits A-2 and B-3 to the Service and Assessment Plan and as specifically described in Exhibit Q-5 to the Service and Assessment Plan.

“Improvement Area #3 Annual Installment” means, with respect to each Improvement Area #3 Assessed Property, each annual payment of: (i) principal of and interest on the Improvement Area #3 Assessments, as shown on the Improvement Area #3 Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit I-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual

Collection Costs related to Improvement Area #3 and (iii) Improvement Area #3's portion of the Additional Interest.

"Improvement Area #3 Assessed Property" means the property located in Improvement Area #3 that benefits from the Improvement Area #3 Improvements and is defined as the "Improvement Area #3 Assessed Property" in the Service and Assessment Plan.

"Improvement Area #3 Assessment" means an assessment levied against Improvement Area #3 Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #3 Improvements and is defined as "Improvement Area #3 Assessment" in the Service and Assessment Plan.

"Improvement Area #3 Assessment Roll" means the "Improvement Area #3 Assessment Roll", which document is attached to the Service and Assessment Plan as Exhibit I-1, as updated, modified or amended from time to time.

"Improvement Area #3 Bond Improvement Account" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"Improvement Area #3 Improvement Costs" means the Actual Costs, as defined in the Service and Assessment Plan (excluding Annual Collection Costs), solely for the Improvement Area #3 Improvements.

"Improvement Area #3 Improvements" means the Authorized Improvements which only benefit the property located in Improvement Area #3 and are described in Section III.D. and Exhibit L-4 to the Service and Assessment Plan.

"Improvement Areas #2-3" means, collectively, Improvement Area #2 and Improvement Area #3.

"Improvement Areas #2-3 Improvement Costs" means, collectively, the Improvement Area #2 Improvement Costs and the Improvement Area #3 Improvement Costs,.

"Improvement Areas #2-3 Improvements" means, collectively, the Improvement Area #2 Improvements and the Improvement Area #3 Improvements.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more 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 domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Initial Bonds” means the Initial Bond(s) authorized by Section 5.2 of 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 15 and September 15 of each year, commencing March 15, 2023.

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

“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.

“Other Obligations” means any bonds, temporary notes, time warrants, or an obligation under an installment sale contract or reimbursement agreement secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Areas #2-3 in accordance with the PID Act.

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

“Owner”, “Owners”, “Holder” and “Holders” mean 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 of this Indenture.

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

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

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

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

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

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

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

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

“Project Fund” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.5 of this Indenture.

“Purchaser” means the initial purchaser of the Bonds.

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

“Rebate Fund” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.8 of this Indenture.

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

“Redemption Fund” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.6 of this Indenture.

“Redemption Price”, when used with respect to any Bond or portion thereof that has been called for redemption, means the principal amount of such Bond or portion thereof plus accrued and unpaid interest on such Bond to the date fixed for redemption.

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

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

“Reimbursement Agreement” means the Agreement for the Construction of PID Projects and Reimbursement of Advances by and between the City and the Developer, dated July 20, 2020, as may be amended and/or supplemented from time to time, which provides, in part, for the construction and maintenance of the Improvement Areas #2-3 Improvements, the issuance of the Bonds, the payment or reimbursement of costs of the Improvement Areas #2-3 Improvements not paid from the Project Fund, and other matters related thereto.

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

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, and (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the proceeds of the Bonds; provided, however, that, at the option of the City, such amount may be recalculated on any Interest Payment Date or any date of redemption, and the City shall provide a City Order to the Trustee with the applicable Reserve Account Requirement. As of the Delivery Date, the Reserve Account Requirement is \$_____.

“Reserve Fund” means that Fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.7 of this Indenture.

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

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

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

“State” means the State of Texas.

“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.

“Subordinate Lien Obligations” means bonds, notes or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on the Pledged Revenues securing payment of the Bonds.

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

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

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

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

“Value of Investment Securities” means the lower of the cost of or the market value of Investment Securities.

Section 1.2. **Findings.**

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

Section 1.3. **Table of Contents, Titles and Headings.**

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

Section 1.4. **Interpretation.**

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

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

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

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

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

(a) 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.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Delivery Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds 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 Chapter 9 of the Texas Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9 of the Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

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

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds 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, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) paying a portion of the Improvement Areas #2-3 Improvement Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs.

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

(a) The Bonds shall be dated November 15, 2022 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing March 15, 2023, computed on the basis of a 360-day year of twelve 30-day months.

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

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		

20__		

20__		

20__		

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

and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. Conditions Precedent to Delivery of Bonds.

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

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

Section 3.4. Medium, Method and Place of Payment.

- (a) Principal of and interest on the Bonds 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 or Special Record Date, as applicable.
- (c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.
- (d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at 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 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, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds 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 Holders 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.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor (or, in the absence of the Mayor, the 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 be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

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

duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

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

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond 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 Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond 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 maintain a copy of the Register and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond 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 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. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

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

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

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different 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 where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond called for redemption 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. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall dispose of cancelled Bonds in accordance with its record retention policies.

Section 3.9. Temporary Bonds.

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

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

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

Section 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, 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 City shall issue and the Trustee, pursuant to the applicable laws of the State 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, in its discretion, 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.

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

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

System.

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

Section 3.13. Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

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

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on September 15 in each of the years 20__, 20__, 20__ and 20__ (collectively, the “Term Bonds”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds maturing September 15, 20__	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	

September 15, 20__
September 15, 20__*

Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity.

(b) At least thirty (30) days prior to each 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 by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds required to be redeemed on any mandatory

sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(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 forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

In the event of a Prepayment, or if any other transfers are made into the Redemption Fund under the terms of this Indenture, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates or optional redemption date specified in Section 4.3 hereof, in whole or in part, on any date, from amounts on deposit in the Redemption Fund, at the Redemption Price.

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

(b) If less than all of the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

(c) 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 to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

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

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Outstanding Bonds are to be redeemed, and subject to Section 4.5 of this Indenture, 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 Bonds 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 a City Order of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

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

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

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

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

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

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

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

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

Section 5.2. Form of the Bonds.

(a) Form of Bond.

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

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NUMBER</u>
_____%	September 15, 20__	December 8, 2022	_____

The City of Sachse, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Delivery Date, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing March 15, 2023.

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”), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the

date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “Bonds”), dated November 15, 2022 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 15, 2022 (the “Indenture”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the Holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Improvement Areas #2-3 Improvement Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs.

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

In the Indenture, the City has reserved the right to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

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

The Bonds are issuable as fully registered bonds only in denominations of \$100,000 and any multiple of \$1,000 in excess thereof (“Authorized Denominations”). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$100,000, and any attempt to do so will be void and of no effect.

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

Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity.

At least thirty (30) days prior to each mandatory sinking fund redemption date, and

subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

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

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

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

The Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part, on any date, at the Redemption Price from amounts on deposit in the Redemption Fund, as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture ("Extraordinary Optional Redemption").

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

If less than all of the Bonds are called for Optional Redemption, the Trustee shall rely on directions provided in a City Order in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for Extraordinary Optional Redemption, the Bonds to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon receipt of a City Order of redemption from the City, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or

portion thereof to be redeemed, at the address shown in the Register. Such 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, 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 Bonds shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

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

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 Paying Agent/Registrar 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 called for redemption 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.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, DALLAS COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

Leah K Granger, City Secretary

Jeff Bickerstaff, Mayor

(City Seal)

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

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

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed by:

Authorized Signatory

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

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below,” and the reference to the “CUSIP NUMBER” shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(iii) in the first paragraph of the Bond, the words “on the Maturity Date, as specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		

20__		

20__		

20__		“

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

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

ARTICLE VI
FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

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

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

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

- (A) Principal and Interest Account.

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

- (A) Reserve Account; and
- (B) Delinquency and Prepayment Reserve Account.

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

- (A) Improvement Area #2 Bond Improvement Account;
- (B) Improvement Area #3 Bond Improvement Account; and
- (C) Costs of Issuance Account.

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

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

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

- (i) to the Reserve Account: \$_____, which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account: \$_____;
- (iii) to the Improvement Area #2 Bond Improvement Account: \$_____;
- (iv) to the Improvement Area #3 Bond Improvement Account: \$_____; and
- (v) to the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) Upon receipt thereof, and no later than February 15 of each year, beginning February 15, 2023, the City shall transfer or cause to be transferred, pursuant to a City Order provided to the Trustee, for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred, pursuant to a City Order provided to the Trustee, the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account, an amount sufficient to pay all debt service on the Bonds coming due in the Bond Year, and (ii) second, if necessary, to the Reserve Account, the amount required to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue Fund, and prior to any other transfers or deposits being made under this Section 6.3(a), the Additional Interest shall be transferred to the Funds and Accounts as prescribed by Sections 6.7(a) and 6.7(f) hereof. In addition, in the event the City owes Rebtable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide a City Order to the Trustee to transfer to the Rebate Fund, prior to any other

transfer under this Section 6.3(a), the full amount of Rebataable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. If any Assessments and Annual Installments remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess Assessments and Annual Installments for any one or more of the following purposes: (i) pay Improvement Area #2 Improvement Costs, (ii) pay Improvement Area #3 Improvement Costs, (iii) pay other costs permitted by the PID Act or (iv) deposit such excess into the Redemption Fund to redeem Bonds as provided in Article IV of this Indenture. Along with each transfer to the Trustee, the City shall provide a certificate as to the Funds, Accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account, an amount, taking into account any amounts then on deposit in the 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, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described in Section 11.4(a) herein.

(d) Notwithstanding Section 6.3(a) hereof, as directed by the City pursuant to a City Order, the Trustee shall deposit, within two Business Days after receipt thereof, Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 of this Indenture.

(e) Notwithstanding Section 6.3(a) hereof, as directed by the City pursuant to a City Order, the Trustee shall deposit, within two Business Days after receipt thereof, the Foreclosure Proceeds into the Pledged Revenue Fund and after such deposit shall transfer such Foreclosure Proceeds, first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 of this Indenture.

(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 the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in Section 6.3(a) hereof, as directed by the City in a City Order.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f) of this Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 of this Indenture, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in clauses (i) and (iii) of Section 3.1 (excluding the portion of the Bond Issuance Costs deposited into the Reserve Account) of this Indenture. Except as provided in Sections 6.5(c), (d), (f) and (g) of this Indenture, money on deposit in (1) the Improvement Area #2 Bond Improvement Account shall only be used to pay Improvement Area #2 Improvement Costs and (2) the Improvement Area #3 Bond Improvement Account shall only be used to pay Improvement Area #3 Improvement Costs.

(b) Disbursements from the Costs of Issuance Account shall be made by the Trustee to pay specified portions of the Bond Issuance Costs pursuant to one or more City Orders. Disbursements from the Improvement Area #2 Bond Improvement Account and the Improvement Area #3 Bond Improvement Account shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment as described in the Reimbursement Agreement. Each such City Order and/or Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such City Order and/or Certificate for Payment and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area #2 Bond Improvement Account are not expected to be expended for purposes of the Improvement Area #2 Bond Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2 Bond Improvement Account will ever be expended for the purposes of the Improvement Area #2 Bond Improvement Account, the City Representative shall file a City Order with the Trustee which identifies the amounts then on deposit in the Improvement Area #2 Bond Improvement Account that are not expected to be used for purposes of the Improvement Area #2 Bond Improvement Account. In such City Order, the City Representative shall direct the Trustee to transfer such amounts to (i) the Bond Fund and/or (ii) the Redemption Fund, and such City Order shall also specify the amounts to be deposited into each such Fund. Upon such transfers, the Improvement Area #2 Bond Improvement Account shall be closed.

(d) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area #3 Bond Improvement Account are not expected to be expended for purposes of the Improvement Area #3 Bond Improvement Account due to the abandonment, or constructive abandonment, of one or more 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 Bond Improvement Account will ever be expended for the purposes of the Improvement Area #3 Bond Improvement Account, the City Representative shall file a City Order with the Trustee which identifies the amounts then on deposit in the Improvement Area #3 Bond Improvement Account that are not expected to be used for purposes of the Improvement Area #3 Bond Improvement Account. In such City Order, the City Representative shall direct the Trustee to transfer such amounts to (i) the Bond Fund and/or (ii) the Redemption Fund, and such City Order shall also specify the amounts to be deposited into each such Fund. Upon such transfers, the Improvement Area #3 Bond Improvement Account shall be closed.

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

(f) In the event the City Representative files a City Order with the Trustee stating that all Improvement Area #2 Improvements have been completed and that all Improvement Area #2 Improvement Costs have been paid, or that any Improvement Area #2 Improvement Costs are not required to be paid from the Improvement Area #2 Bond Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining in the Improvement Area #2 Bond Improvement Account to (i) the Bond Fund and/or (ii) the Redemption Fund, as directed by the City Representative in such City Order; provided, however, that the City Representative shall not file a City Order pursuant to this Section if the Developer has submitted a Certificate for Payment to the City requesting payment from the Improvement Area #2 Bond Improvement Account and the City has not yet completed its review of such Certificate for Payment. Upon such transfers, the Improvement Area #2 Bond Improvement Account shall be closed.

(g) In the event the City Representative files a City Order with the Trustee stating that all Improvement Area #3 Improvements have been completed and that all Improvement Area #3 Improvement Costs have been paid, or that any Improvement Area #3 Improvement Costs are not required to be paid from the Improvement Area #3 Bond Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining in the Improvement Area #3 Bond Improvement Account to (i) the Bond Fund and/or (ii) the Redemption Fund, as directed by the City Representative in such City Order; provided, however, that the City Representative shall not file a City Order pursuant to this Section if the Developer has submitted a Certificate for Payment to the City requesting payment from the Improvement Area #3 Bond Improvement Account and the City has not yet completed its review of such Certificate for Payment. Upon such transfers, the Improvement Area #3 Bond Improvement Account shall be closed.

(h) Upon a determination by the City Representative that all Bond Issuance Costs have been paid, and as directed in a City Order filed with the Trustee, any amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Improvement Area #2 Bond Improvement Account and used to pay Improvement Area #2 Improvement Costs and/or (ii) the Improvement Area #3 Bond Improvement Account and used to pay Improvement Area #3

Improvement Costs or, if no Improvement Areas #2-3 Improvement Costs remain to be funded, to the Principal and Interest Account and used to pay interest on the Bonds, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, pursuant to a City Order, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 of this Indenture on the dates specified for redemption as provided in Sections 4.3 and 4.4 of this Indenture. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV of this Indenture.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate and, when accumulated, maintain in the Reserve Account an amount equal to not less than the Reserve Account Requirement. Amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purposes set forth in this Indenture. In addition, as directed by a City Order, on or before March 15, 2023, and on or before March 15 of each year thereafter, the Trustee shall transfer the Additional Interest from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account. At the time the Delinquency and Prepayment Reserve Requirement is fully accumulated in the Delinquency and Prepayment Reserve Account, the Trustee shall provide written notice thereof to the City, and thereafter, the Trustee shall begin transferring the Additional Interest to either (i) the Administrative Fund for the payment of Annual Collection Costs or (ii) the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 hereof, as directed by the City pursuant to a City Order. In the event the Trustee does not receive a City Order directing the transfer of the Additional Interest to the Administrative Fund within forty-five (45) days of providing the foregoing notice to the City, the Trustee shall transfer the Additional Interest to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof and provide the City with written notification of such transfer. Notwithstanding the foregoing, if at any time the amount on deposit in the Delinquency and Prepayment Reserve Account falls below the Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated therein. In transferring the amounts pursuant to this Section, the Trustee may conclusively rely on a City Order (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Order directing that a different amount be used. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds are no longer Outstanding.

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

(c) In the event of an extraordinary optional redemption of Bonds resulting from funds being deposited into the Redemption Fund pursuant to any provision of this Indenture, the Trustee, pursuant to a City Order, shall transfer from the Reserve Account to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the funds on deposit in the Redemption Fund toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed pursuant to this Section 6.7(c), the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) If on any Interest Payment Date, or on any other date as directed by a City Order, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess and shall transfer such excess to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, (iii) to the Improvement Area #2 Bond Improvement Account to pay Improvement Area #2 Improvement Costs if such application and the expenditure of funds is expected to occur within three years of the Delivery Date, (iv) to the Improvement Area #3 Bond Improvement Account to pay Improvement Area #3 Improvement Costs if such application and the expenditure of funds is expected to occur within three years of the Delivery Date, or (v) to the Redemption Fund to be applied to the redemption of Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date as directed by a City Order, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 hereof. In the event the Trustee does not receive a City Order directing the transfer of such excess to the Administrative Fund within forty-five (45) days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account and second from the

Reserve Account to the Bond Fund the amounts necessary to cure such deficiency. In such event, notwithstanding anything to the contrary in Section 6.7(a) above, the Additional Interest shall be used to replenish first, the Reserve Account and second, the Delinquency and Prepayment Reserve Account.

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

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

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and interest due on all Outstanding Bonds on the next Interest Payment Date or date on which the Bonds may be optionally redeemed by the City at the Redemption Price, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate, as further set forth in a City Order sent to the Trustee. The Trustee may conclusively rely on such City Order as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section, but only so long as the Trustee follows such City Order in all respects.

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

(d) The first calculation to determine whether Rebatable Arbitrage is owed to the United States Government (each, a "Rebate Calculation") will be done on the date that is five years from the Delivery Date, and each subsequent Rebate Calculation will be done, at a minimum, (i) on the same date every five years thereafter and (ii) on the date the Bonds have been paid in full, either as a result of maturity or prior redemption. The City shall provide the Trustee with a City Order in connection with each Rebate Calculation made pursuant to this

Section, and each City Order shall include a copy of the Rebate Calculation and shall state whether or not the City owes Rebatable Arbitrage to the United States Government.

(e) In the event it is found, after a Rebate Calculation has been done pursuant to this Section, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. Such City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the funds shall be transferred. If the final Rebate Calculation shows that the City owes Rebatable Arbitrage to the United States Government, and there are insufficient funds in the Pledged Funds to pay such Rebatable Arbitrage, the Trustee shall notify the City of such insufficiency, and the City shall transfer to the Trustee an amount equal to such insufficiency for deposit into the Rebate Fund within five (5) Business Days of receiving notice from the Trustee.

(f) If, on any date a Rebate Calculation is done, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Order, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, and other funds directed by this Indenture to be deposited therein.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Order shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be

invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in the Wilmington U.S. Government Money Market Fund – Select Share Class CUSIP No. 97181C704, and only so long as the money required to be expended from any Fund will be available at the proper time or times.

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

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.10(a) above.

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

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after a Rebate Calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebateable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the

Rebatable Arbitrage owed by the City. The City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

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

Section 7.2. Collection and Enforcement of Assessments.

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

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

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding particular Assessed Property.

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

Section 7.3. **Against Encumbrances.**

Other than Refunding Bonds or Subordinate Lien Obligations issued pursuant to Section 13.2 hereof, for so long as any Bonds remain Outstanding hereunder, the City shall not create any lien, encumbrance or charge upon the Trust Estate or issue any bonds, notes or other evidences of indebtedness secured by a pledge of or lien on the Trust Estate, except for the lien and pledge created for the security of the Bonds.

Section 7.4. **Records, Accounts, Accounting Reports.**

The City hereby covenants and agrees that so long as any Bonds are Outstanding, the City will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Holder or Holders of any Bonds or any duly authorized agent or agents of such Holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than twenty (20) days after the City receives such request.

Section 7.5. **Covenants Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a “private activity bond” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of refunding bonds, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the Delivery Date) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the “Treasury Regulations”). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Director of Finance and the Mayor, individually or jointly, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Improvement Areas #2-3 Improvement Costs on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Areas #2-3 Improvements are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation unless the City obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. Liability of City.

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

(b) 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.

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

(d) No provision of this Indenture, the Bonds, 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 (collectively, the "Bond Documents"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond 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. 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.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

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

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds agree.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event

shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to deliver any notice when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, and in such case the Trustee may make transfers from the Administrative Fund, and to the extent money in the Administrative Fund is 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.

(a) 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 and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds 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; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs. No implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee is not responsible for the terms or any agreement to which it is not a party and is not responsible for determining compliance with the terms of any document to which it is not a party. The Trustee is not responsible for nor have any duty to monitor the performance or any action of any other person or entity. In any event, the Trustee shall not be liable for any amount in excess of the value of the Trust Estate.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Areas #2-3 Improvements. The Trustee shall not be liable

with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

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

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

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

(g) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

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

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of at least a majority of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

(j) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by 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 it being understood that Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. Property Held in Trust.

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

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may request and conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, direction, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant that the Trustee shall in good faith reasonably believe to be qualified in relation to the subject matter or is selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into, and shall not be deemed to have knowledge of, any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel selected by the Trustee with due care that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

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

shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

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

(d) In the event that any portion of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Trust Estate, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel 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.

Section 9.6. Compensation.

(a) The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar; provided, however, notwithstanding anything herein to the contrary, the aggregate value of this Indenture and the compensation paid to the Trustee under this Indenture does not and shall not exceed the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code. The Trustee hereby agrees that the fees it is to be paid for any fiscal year will not cause the aggregate compensation received by the Trustee pursuant to the terms of this Indenture to exceed the limitation set forth in Section 2274.002(a)(2).

(b) The Trustee hereby agrees to submit to the City and/or the Administrator an annual report, no later than six (6) months after each Bond Year, beginning with the Bond Year ending September 15, 2023, setting forth (i) the amount of fees the Trustee has received pursuant to the terms of this Indenture for the preceding Bond Year and (ii) the cumulative amount of fees paid to the Trustee pursuant to the terms of the Indenture to the date of the annual report. The Trustee hereby authorizes the City to include such information as a part of the City's continuing disclosure obligation in connection with the Bonds and to confirm compliance with the provisions of this Indenture and for no other purpose.

(c) Unless otherwise provided by contract with the Trustee, the Trustee, at the written direction of the City, shall transfer from the Administrative Fund, the previously determined and agreed upon, reasonable compensation for all services rendered by the Trustee hereunder, including its services as Paying Agent/Registrar and extraordinary services rendered, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, all pursuant to a City Order and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Order, and the Trustee

shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee has reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee shall make such payment from lawfully available funds in the Administrative Fund, and to the extent moneys in the Administrative Fund are insufficient then from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. The right of the Trustee to fees, expense, and indemnification, to the extent permitted by law, shall survive the release, discharge, and satisfaction of the Indenture.

(d) 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 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, unless any such events are the result of the Trustee's negligence or willful misconduct.

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 Holders of Bonds 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 Holders of a majority of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be liable for any permissive actions taken except as a consequence of its own negligence or misconduct.

Section 9.8. Resignation of Trustee.

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

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time on thirty (30) days' advance written notice to the Trustee by (i) the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so

long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% in aggregate Outstanding principal amount of the Bonds.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least a majority in aggregate Outstanding principal amount 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) 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.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

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

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

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

Section 9.12. Merger, Conversion or Consolidation of Trustee.

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

Section 9.13. Trustee To File Continuation Statements.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided herein, and such pledge is, under current law, valid, effective and perfected. If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC; provided unless the Trustee is otherwise notified by the City, the Trustee may conclusively rely upon the initial filing statements delivered to it in filing any continuation statements hereunder. The Trustee is not responsible for the initial filing of any financing statements.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

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, 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 not less than a majority in aggregate of the principal amount of the Bonds then Outstanding, and the City's approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except for the issuance of Refunding Bonds or as otherwise permitted by Applicable Laws or this Indenture), or (iii) reduce the percentage of Owners of the Bonds required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

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

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

(ii) to make modifications not adversely affecting any Outstanding Bonds 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 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 set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture;

(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.

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 will not adversely affect the: (i) interests of the Owners in any material respect and (ii) 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, to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds required for the amendment of this Indenture as provided herein.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture, a notice shall have been mailed as hereinafter in this Section provided, and the City 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 the Bonds 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. 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.

(c) 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 sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

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

any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds 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 10.7. Amendatory Endorsement of Bonds.

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

Section 10.8. Waiver of Default.

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

Section 10.9. Execution of Supplemental Indenture.

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

(b) No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (i) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (ii) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (iii) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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

(i) The failure of the City to deposit to the Pledged Revenue Fund the portion of the Assessment Revenues required to be deposited to such Fund pursuant to Section 6.3(a) hereof;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2 hereof;

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

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

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

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

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized 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 as provided in Section 11.1, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than a majority in 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, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds 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, Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, 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 or Redemption Price and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners pursuant to this Section 11.4 not later than thirty (30) days after receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(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 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 any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Full compliance with any provision in this Article for the mailing of a notice or other document to Owners shall be deemed to have occurred if the notice 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.

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 Trust Estate is 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) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all reasonable acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

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

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

Section 13.2. Other Obligations or Other Liens; Subordinate Lien Obligations; Refunding Bonds.

(a) The City reserves the right to issue Other Obligations under other indentures, assessment ordinances, or other agreements which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues. The City shall not have the right to issue any bonds, notes or other obligations secured in whole or in part by liens on the Trust Estate that are senior to the lien on the Trust Estate securing payment of the Bonds.

(b) The City reserves the right to issue Refunding Bonds and Subordinate Lien Obligations, and other than Refunding Bonds and Subordinate Lien Obligations, the City shall not (i) issue additional bonds, notes or other obligations secured by any pledge of or other lien or charge on the Trust Estate, (ii) create or voluntarily permit to be created any debt, lien or charge on the Trust Estate or (iii) do or omit to do or suffer to be done or omit to be done any matter or thing whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding anything herein to the contrary, no Refunding Bonds or Subordinate Lien Obligations may be issued by the City unless (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds or Subordinate Lien Obligations are scheduled to mature or be subject to mandatory sinking fund redemption on September 15 in each of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds or Subordinate Lien Obligations must be scheduled to be paid on March 15 and September 15 in each of the years in which interest is scheduled to be paid; provided, however, that the foregoing restrictions shall not apply to Refunding Bonds issued to redeem all of the then-Outstanding Bonds, provided that there are no Subordinate Lien Obligations outstanding on the date such Refunding Bonds are issued.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the 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 same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

**PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THIS
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.

(a) Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "Defeased Debt"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. 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 and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

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

Section 15.2. Successor is Deemed Included in All References to Predecessor.

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

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

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

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

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

(d) Any request, declaration or other instrument or writing of the Owner of any Bond 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. No Waiver of Personal Liability.

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

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City

City of Sachse, Texas
3815 Sachse Road, Building B
Sachse, Texas 75048
Attn: City Manager
Telephone: (469) 429-4770

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

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Dayna Smith
Telephone: (972) 383-3154

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such

transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

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

(d) The Trustee shall mail to each Owner of a Bond notice of the redemption or defeasance of all Bonds Outstanding.

Section 15.6. Partial Invalidity.

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

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State. Venue and exclusive jurisdiction for any action to enforce or construe this Indenture shall be a state court of competent jurisdiction in Dallas County, Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds 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. Reimbursement Agreement Amendments and Supplements.

The City and the Developer may amend and supplement the Reimbursement Agreement from time to time without the consent or approval of the Owners or the Trustee.

Section 15.10. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.11. Certain Certifications Regarding Texas Government Code.

(a) This Indenture has a value of less than \$100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

(b) The Trustee represents that, neither the Trustee, nor any affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

[Remainder of page left blank intentionally]

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

CITY OF SACHSE, TEXAS

By: _____
Jeff Bickerstaff, Mayor
City of Sachse, Texas

Attest:

Leah K Granger, City Secretary
City of Sachse, Texas

(City Seal)

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Exhibit B

BOND PURCHASE AGREEMENT

\$(PRINCIPAL)
CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)

BOND PURCHASE AGREEMENT

November 14, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

Ladies and Gentlemen:

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

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$(PRINCIPAL) aggregate principal amount of the “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)” (the “Bonds”), at a purchase price of \$[] (representing the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$[]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a “municipal advisor” (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City

acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Areas #2-3 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November 15, 2022 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 8, 2022 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on November 14, 2022 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 15, 2022, between the City and the Trustee (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and the interest thereon shall be secured by a lien and pledge on the Trust Estate consisting primarily of revenue from proceeds of special assessments (the "Assessments") levied on the assessable parcels within Improvement Areas #2-3 of the Sachse Public Improvement District No. 1 (the "District"). The District was established by a resolution enacted by the City Council on January 22, 2019 and, on December 2, 2019, the City Council approved a resolution adding land to the District (together, the "Creation Resolution"), in accordance with the Act. The Assessments were levied in accordance with an amended and restated service and assessment plan, approved and accepted by the City Council on November 14, 2022 (the "Service and Assessment Plan"), pursuant to an ordinance adopted by the City Council (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying the Improvement Areas #2-3 Improvement Costs, (ii) funding the initial deposit to the Administrative Fund for the payment of the initial Annual Collection Costs, and (iii) paying Bond Issuance Costs.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein) or “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act)). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

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

a. Definitions. For purposes of this Section 4, the following definitions apply:

(i) “*Public*” means any person (including an individual, trust, estate, partnership, association, company or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) “*Participating Underwriter*” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) “*Related Party*” means any two or more persons who are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

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

b. Issue Price Certificate. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an issue price certificate (the “Issue Price Certificate”), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the initial offering price (the “Initial Offering Price”) or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's financial advisor and any notice or report to be provided to the City may be provided to the City's financial advisor.

c. Substantial Amount Test. The City will treat the Initial Offering Price at which at least ten percent (a “Substantial Amount”) in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the “Substantial Amount Test”) as the issue price of that maturity (or each separate CUSIP number within that maturity). Those maturities of the Bonds which do not satisfy the Substantial Amount Test (the “Hold-the-Price Maturities”) will be identified in the Issue Price Certificate and will be subject to the Hold-the-Price Restriction (as hereinafter defined). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Underwriter has offered and sold to the Public each maturity of the Bonds.

d. Hold-The-Price Restriction. The Underwriter agrees that it will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the Underwriter has sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity (the “Hold-the-Price Restriction”). The Initial Offering Price of the Hold-the-Price Maturities shall be the issue price for such maturities.

The Underwriter shall promptly advise the City when the Underwriter has sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-The-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution

agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restrictions as applicable to the Bonds.

e. Agreements Among Participating Underwriters. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

f. Sale to Related Party not a Sale to the Public. The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to the Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to the Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-The-Price Restriction.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated October 31, 2022, (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

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

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the limited public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such

quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”) (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “ — Financing Plan – Reimbursement Agreement” (only with respect to the second sentence under such subcaption) and “– Improvement Areas #4-5,” “ — Status of Lot Development,” and “ — Status of Vertical Construction,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY-ONLY SYSTEM,” “OVERLAPPING TAXES AND DEBT — Owners’ Association,” “THE IMPROVEMENT AREAS #2-3 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE PID ADMINISTRATOR,” “SUMMARY OF APPRAISALS OF IMPROVEMENT AREAS #2-3,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Areas #2-3 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “SUITABILITY FOR INVESTMENTS,” “CONTINUING DISCLOSURE — The Developer” and “ — The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING

TO THE TRUSTEE,” “APPENDIX E-2” and “APPENDIX F.” If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

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

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act).

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

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

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

(1) this Agreement;

(2) the Indenture;

(3) the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020 (the “Reimbursement Agreement”), executed and delivered by the City and PMB Station Developer, LLC, a Texas limited liability company (the “Developer”);

(4) the Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”); and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of November 15, 2022 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC, (the “PID Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as “Dissemination Agent.”

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

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

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

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

d. No Material Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and

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

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

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

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Assessment Rolls (as defined in the Service and Assessment Plan) for Improvement Areas #2-3. According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

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

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

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

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

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

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

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

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

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

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

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the “Financial Advisor”) in connection with its offering and issuance of the Bonds.

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

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

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

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

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

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Winstead PC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Reimbursement Agreement, the Development Agreement and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of November 15, 2022, executed and delivered by the Developer, the PID Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer Letter of Representation, the Reimbursement Agreement and the Development Agreement, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Areas #2-3 Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Improvement Areas #2-3 Improvements.

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

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

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

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of

the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

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

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

any disruption in securities settlement, payment or clearance services is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

The foregoing termination provisions shall not apply to any current, pending or proposed law or government inquiry or investigation that exist as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions and subcaptions “PLAN OF FINANCE — The Bonds,” “DESCRIPTION OF THE BONDS” (except for the subcaption “Amount of Assessments May be Reduced by TIRZ No. 2 Annual Credit Amount”), “SECURITY FOR THE BONDS,” “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology,” “Assessment Amounts” and “O&M Assessments”), “THE DISTRICT” (except for the subcaptions “District Collection and Delinquency of Assessments” and “Assessment Payer Concentration”), “TAX MATTERS,” “LEGAL MATTERS — Legal Proceedings” (except for the final paragraph thereof) and “— Legal Opinions” (except for the final paragraph thereof), “CONTINUING DISCLOSURE — The City,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and “APPENDIX B,” and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of 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;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Reimbursement Agreement, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the attorney for the City, Nichols, Jackson, Dillard, Hager & Smith, LLP, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Underwriter and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof;

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing;

(v) all official action of the City relating to the Limited Offering Memorandum, the Bonds and the City Documents have been duly taken by the City, are in full force and effect and have not been modified, amended, supplemented or repealed; and

(vi) to his or her knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be

disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any respect.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP, ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and

the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, representatives of the Developer, its counsel, Winstead PC, and its engineers and consultants, and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or conclusion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., underwriting or underwriter, tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source

referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content reasonably satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisals of the property in Improvement Areas #2-3 of the District each dated October 31, 2022.

q. Letter of Representation of PID Administrator. Letter of Representation of the PID Administrator, substantially in the form of Appendix G hereto, addressed to

the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Assessment Ordinance. Evidence that the Assessment Ordinance, including the legal description of the property within the District, the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed has been filed of record in the real property records of Dallas County, Texas.

s. Lender Consent Certificate. Lender Consent Certificate of Veritex Community Bank, Vantage Bank Texas and any other lienholder on land in Improvements Area #2-3 of the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments, in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

t. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

u. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

v. Future Bonds Test. Evidence acceptable to the Underwriter and the Trustee that either (i) the conditions set forth in Section 13.2(e) of the Major Improvement Indenture, relating to the issuance of Future Improvement Area Bonds, have been met or (ii) the City has obtained from the holders of all of the Outstanding Major Improvement Bonds a waiver of the conditions set forth in Section 13.2(e) of the Major Improvement Indenture relating to the issuance of Future Improvement Area Bonds.

w. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

x. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

y. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter or the City shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its limited public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Sachse, Texas, 3815 Sachse Road, Sachse, Texas 75048, Attention: Director of Finance.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Anti-Boycott Verification. . To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to

enable the City to comply with such section and to the extent such section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

23. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

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

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Underwriter and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

24. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

25. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other

affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

b. “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

c. “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the

benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

26. Affiliate. As used in Sections 22 through 25, the Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

27. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter’s participation in the execution of this 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 City hereby confirms receipt of the Form 1295 from the Underwriter, and the City 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 Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the
date first stated above.

City of Sachse, Texas

By: _____
Jeff Bickerstaff, Mayor

SCHEDULE I

\$(PRINCIPAL)

CITY OF SACHSE, TEXAS

(a municipal corporation of the State of Texas located in Collin and Dallas Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREAS #2-3 PROJECT)

Interest Accrues From: Date of Delivery

\$() []% Term Bonds, Due September 15, 20[], Priced to Yield []% [(a) (b) (c)]

\$() []% Term Bonds, Due September 15, 20[], Priced to Yield []% [(a) (b) (c)]

- (a) [The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.]
- (b) The Bonds maturing on or after September 15, 20[] may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20[], such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption.
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under “DESCRIPTION OF THE BONDS — Redemption Provisions.”
- (d) The Bonds maturing September 15, 20[], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20†	

† Stated Maturity.

The Bonds maturing September 15, 20[], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20†	

† Stated Maturity.

The Bonds maturing September 15, 20[], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>	<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	\$	September 15, 20	\$
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20†	

† Stated Maturity.

The Bonds maturing September 15, 20[___], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

\$ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>	<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20	\$	September 15, 20	\$
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20	
September 15, 20		September 15, 20†	

† Stated Maturity.

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

**[\$[PRINCIPAL]]
CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)**

DEVELOPER LETTER OF REPRESENTATIONS

November 14, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Sachse, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the [\$[PRINCIPAL]] “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, PMB Station Developer, LLC, a Texas limited liability company (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “— Financing Plan,” “— Status of Lot Development” and “— Status of Vertical Construction,” “OVERLAPPING TAXES AND DEBT — Owners’ Association,” “THE IMPROVEMENT AREAS #2-3 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Areas #2-3 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Developer,” “APPENDIX E-2” and “APPENDIX G” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

- a. this Developer Letter of Representations;
- b. the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020, (the “Reimbursement Agreement”), executed and delivered by the City and the Developer;
- c. Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”); and

d. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of November 15, 2022 (the “Continuing Disclosure Agreement of Developer”), executed and delivered by the Developer, P3Works, LLC, as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as dissemination agent.

The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the “Developer Organizational Documents”) to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue

statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No “Event of Default” or “event of default” by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Areas #2-3 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default” by the Developer, has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so

to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

DEVELOPER:

PMB STATION DEVELOPER LLC,
a Texas limited liability company

By: PMB Station Land LP,
a Texas limited partnership,
its Manager

By: PMB Station Land GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: K. Taylor Baird
Title: Manager

APPENDIX B

[\$[PRINCIPAL] CITY OF SACHSE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREAS #2-3 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc., (“Purchaser”), with respect to the “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project),” issued by the City of Sachse, Texas (“Issuer”) in the principal amount of \$[PRINCIPAL] (“Bonds”), hereby certifies, based on its records and information, as follows:

(a) [Other than the Bonds maturing in _____ (“Hold-the-Price Maturities”), the][The] first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “Public”) is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

(b) On or before the first day on which the bond purchase agreement relating to the Bonds (the “Bond Purchase Agreement”) is entered into (the “Sale Date”), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the “Initial Offering Prices”), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail

distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____, 2022.

FMSbonds, Inc.,
as Underwriter

By: _____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF NICHOLS, JACKSON, DILLARD, HAGER & SMITH, LLP]

December 8, 2022

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

\$[PRINCIPAL]
CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Sachse, Texas (the “City”) for limited purposes and are rendering this opinion in connection with the issuance and sale of \$[PRINCIPAL] “City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance adopted by the City Council of the City (the “City Council”) on November 14, 2022 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of November 15, 2022 (the “Indenture”) by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) The Resolution No. 3905 (the “Creation Resolution”) enacted by the City Council on January 22, 2019, as amended on December 2, 2019;

(b) The ordinance accepted and approved by City Council on November 14, 2022 (the “Assessment Ordinance”), and the amended and restated service and assessment plan (the “Service and Assessment Plan”) attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020, (the “Reimbursement Agreement”), executed and delivered by the City and PMB Station Developer, LLC, a Texas limited liability company (the “Developer”);

(f) Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”); and

(g) The Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of November 15, 2022 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC as PID Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Continuing Disclosure Agreement of Issuer”).

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Areas #2-3 of the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City’s performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the “Limited Offering Memorandum”), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions “ASSESSMENT PROCEDURES,” “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation — The City,” “CONTINUING DISCLOSURE — The City” and “ — The City Compliance with Prior Undertakings” and “APPENDIX A” is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

[Signature page follows]

Very truly yours,

ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF WINSTEAD PC]

December 8, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
717 North Harwood St., Suite 900
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

\$[PRINCIPAL]
CITY OF SACHSE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)

I. Introduction

We have acted as special counsel to PMB Station Developer LLC, a Texas limited liability company (the “Developer”), in connection with the issuance and sale by the City of Sachse, Texas (the “City”), of \$[PRINCIPAL] City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project) (the “Bonds”), pursuant to the Indenture of Trust dated as of November 15, 2022 (the “Indenture”), by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements benefiting property in the development known as “The Station” (the “Development”) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated November 14, 2022, (the “Bond Purchase Agreement”), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (a) The following documents (collectively, the “Material Documents”):

- (1) the Development Agreement, effective October 3, 2018 (the “Development Agreement”), executed and delivered by the City and PMB Station Land, LP, a Texas limited partnership (the “Original Landowner”);
 - (2) the Assignment and Assumption of Development Agreement, effective as of August 14, 2019 (the “Assignment of Development Agreement”), executed and delivered by the Original Landowner and the Developer;
 - (3) the First Amendment to Development Agreement, effective as of September 4, 2019 (the “First Amendment”), executed and delivered by the City and Developer;
 - (4) the Second Amendment to Development Agreement, effective as of July 21, 2020 (the “Second Amendment”), executed and delivered by the City and Developer;
 - (5) the Third Amendment to Development Agreement, effective as of July 12, 2021 (the “Third Amendment”, executed and delivered by the City and Developer;
 - (6) the Fourth Amendment to Development Agreement, effective as of November 14, 2022 (the “Fourth Amendment”, executed and delivered by the City and Developer;
 - (7) the Agreement for the Construction of PID Projects and Reimbursement of Advances by and between the City and the Developer, dated July 20, 2020 (the “Reimbursement Agreement”), executed and delivered by the City and the Developer;
 - (8) the Developer Letter of Representations effective as of November 14, 2022, relating to the Bonds (the “Developer Letter of Representations”);
 - (9) the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of November 15, 2022 (the “Continuing Disclosure Agreement of Developer”), executed and delivered by the Developer, P3Works, LLC, as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as dissemination agent;
 - (10) the Developer Closing Certificate with respect to the Bonds, dated December 8, 2022, (the “Closing Certificate”); and
 - (11) the General Certificate of the Developer with respect to the Bonds, effective as of December 8, 2022 (the “Developer Certificate”).
- (b) The Preliminary Limited Offering Memorandum, dated October 31, 2022, relating to the issuance of the Bonds (the “Preliminary Limited Offering Memorandum”);
 - (c) The final Limited Offering Memorandum, dated November 14, 2022, relating to the issuance of the Bonds (the “Limited Offering Memorandum”); and
 - (d) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer, as applicable), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its respective obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental City of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the

manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its respective obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its respective obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its respective obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that

enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) There are no actions, suits or proceedings pending or, to our knowledge, threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach or default would materially adversely affect the Developer or its performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps on pages (iii), (iv), (v), and (vi), and under the captions “PLAN OF FINANCE — Development Plan,” “— Financing Plan,” “— Status of Lot Development” and “— Status of Vertical Construction,” “OVERLAPPING TAXES AND DEBT — Owners’ Association,” “THE IMPROVEMENT AREAS #2-3 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Areas #2-3 Improvements and the Development, as defined in the Limited Offering Memorandum) and “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE - The Developer,” and “CONTINUING DISCLOSURE - The Developer’s Compliance with Prior Undertakings” adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of November 14, 2022, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section II(c) above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts

relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

PMB Station Developer LLC, a Texas limited liability company (the “Developer”), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Sachse, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project) (the “Bonds”), pursuant to the Preliminary Limited Offering Memorandum, dated October 31, 2022 (the “Preliminary Limited Offering Memorandum”), and Limited Offering Memorandum dated November 14, 2022 (the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations dated November 14, 2022;

(b) the Agreement for the Construction of PID Projects and Reimbursement of Advances, effective as of July 20, 2020, (the “Reimbursement Agreement”), executed and delivered by the City and the Developer;

(c) the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of November 15, 2022 (the “Continuing Disclosure Agreement of Developer”), executed and delivered by the Developer, P3Works, LLC, as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as dissemination agent; and

(d) Development Agreement by and between the City and PMB Station Land, LP, as successor-in-interest to the Developer, dated October 3, 2018, as amended on August 14, 2019, July 21, 2020, July 12, 2021 and November 14, 2022 (as amended, the “Development Agreement”).

6. On the date that the Assessment Ordinance was adopted, all of the property within Improvement Area #4 of the District was owned by entities that may not claim a homestead right under Texas law.

7. The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

8. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “— Financing Plan,” “— Status of Lot Development” and “— Status of Vertical Construction,” “OVERLAPPING TAXES AND DEBT — Owners’ Association,” “THE IMPROVEMENT AREAS #2-3 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Areas #2-3 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation – The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Landowners’ Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Developer,” “APPENDIX E-2” and “APPENDIX G” (collectively, the “Developer Disclosures”) and certifies that the information contained in the Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within Improvement Areas #2-3 of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Areas #2-3 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Assessments on property in Improvement Areas #2-3 of the District owned by the Developer does not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

15. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

16. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[Signature page follows.]

Dated: December 8, 2022

DEVELOPER:

PMB STATION DEVELOPER LLC,
a Texas limited liability company

By: PMB Station Land LP,
a Texas limited partnership,
its Manager

By: PMB Station Land GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: K. Taylor Baird
Title: Manager

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES – DFW]

_____, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
717 North Harwood St., Suite 900
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Re: City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, representative of Integra Realty Resources – DFW (“Integra Realty”), the appraiser of the undeveloped property contained in Improvement Areas #2-3 of the Sachse Public Improvement District No. 1 (the “District”), does hereby represent the following:

1. Integra Realty has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated October 31, 2022 and the Limited Offering Memorandum for the Bonds, dated November 14, 2022 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Sachse, Texas, as described above. The information Integra Realty provided for the Limited Offering Memorandum is the real estate appraisals of the property in Improvement Areas #2-3 of the District (the “Appraisals”), located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption “SUMMARY OF APPRAISALS OF IMPROVEMENT AREAS #2-3 — The Appraisals.”

2. To the best of my professional knowledge and belief, as of the date of the Appraisals, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Integra Realty agrees to the inclusion of the Appraisals in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Integra Realty agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date

of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 8, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

Integra Realty Resources – DFW

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF P3WORKS, LLC]

_____, 2022

City of Sachse, Texas
3815 Sachse Road
Sachse, Texas 75048

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
717 North Harwood St., Suite 900
Dallas, Texas 75201

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Re: City of Sachse, Texas, Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, representative of P3Works, LLC (“P3Works”), consultant in connection with the creation by the City of Sachse, Texas (the “City”), of Sachse Public Improvement District No. 1 (the “District”), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated October 31, 2022, and the final Limited Offering Memorandum for the Bonds, dated November 14, 2022 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES,” “THE DISTRICT – District Collection and Delinquency of Assessments” and “– Assessment Payer Concentration” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. P3Works agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

5. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date

of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 8, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

By: _____
Its: _____

Exhibit C

CONTINUING DISCLOSURE AGREEMENT

**CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of November 15, 2022 (this “Disclosure Agreement”) is executed and delivered by and among the City of Sachse, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2022 (Sachse Public Improvement District No. 1 Improvement Areas #2-3 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 November 15, 2022, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or independent firm designated by the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the initial Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessments” shall have the meaning assigned to such term in the Indenture.

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

“Developer” shall mean, PMB Station Developer LLC, a Texas limited liability company, including its respective affiliates, successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of November 15, 2022 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance 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., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Sachse Public Improvement District No. 1.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Filing Date” shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer’s Fiscal Year, which Filing Date is currently March 31.

“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.

“Improvement Areas #2-3” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Other Obligations” means any bonds, temporary notes, time warrants, or an obligation under an installment sale contract or reimbursement agreement secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Areas #2-3 in accordance with the Act.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Prepayment” shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean Wilmington Trust, National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2022, the Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Filing Date, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. 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 Filing Date. 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 Filing Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the Filing Date, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the Filing Date; or (ii) instruct the

Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report by the Filing Date, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than the 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 Filing Date.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report; and

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Filing Date, the following:

(a) The following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) for the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and the principal amount remaining Outstanding and the interest amount remaining Outstanding;

(B) the amounts in the funds and accounts securing the Bonds and a description of the related investments; and

(C) the assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Areas #2-3 from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a “SAP Update”), including any changes to the methodology for levying the Assessments in Improvement Areas #2-3.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Areas #2-3 based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until certificates of occupancy have been issued (or, if certificates of occupancy are not issued upon completion of construction of single-family dwellings, approval of the final inspection has been granted) for lots representing, in the aggregate, ninety-five percent (95%) of the total single-family residential lots within Improvement Areas #2-3, the Annual Issuer Report (in the SAP Update or otherwise) shall include the following:

(A) the number of new homes completed in Improvement Areas #2-3 during such Fiscal Year; and

(B) the aggregate number of new homes completed within Improvement Areas #2-3 since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2022.

(vii) With respect to commercial, office, retail and multifamily residential parcels, until such time as development thereof is complete, the following information:

(A) issuance of building permit(s);

(B) issuance of certificate(s) of occupancy; and

(C) for parcels where a certificate of occupancy was issued, the total covered square footage for such commercial, office, retail and/or multifamily residential units on an annual and cumulative basis, if available.

(viii) Listing of any landowners in Improvement Areas #2-3, as determined by the most recent certified tax roll available to the Issuer, representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within Improvement Areas #2-3, as shown on the Assessment Roll attached to the SAP Update for such Fiscal Year.

(ix) Collection and delinquency history of the Assessments within Improvement Areas #2-3 for the past five (5) Fiscal Years, in the following format:

Collection and Delinquent History of Assessments

Collected in Fiscal Year <u>Ending 9/30</u>	Assessment <u>Billed</u>	Parcels <u>Levied</u>	Delinquent Amount <u>as of 3/1</u>	Delinquent Percentage <u>as of 3/1</u>	Delinquent Amount <u>as of 9/1</u>	Delinquent Percentage <u>as of 9/1</u>	Total Assessments <u>Collected⁽¹⁾</u>
202__	\$			—	—		\$

⁽¹⁾ Collected as of _____, 20__. Includes \$_____ attributable to Prepayments.

(x) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten percent (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(xi) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Areas #2-3 if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Assessments.

(xii) Total amount of Prepayments collected, as of March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xiii) 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.

(xiv) With respect to the aggregate value of the Indenture:

(A) the total aggregate amount paid to the Trustee under the Indenture, as of the earlier of (1) six (6) months after the end of such Bond Year or (2) the dated date of the applicable Annual Issuer Report; and

(B) the dollar limitation set forth in Section 2274.002(a)(2), Texas Government Code, as amended.

(b) The audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited financial statements of the Issuer are not available by the Filing Date, the Issuer shall provide unaudited financial statements of the Issuer no later than the Filing Date and audited financial statements when and if available.

See Exhibit B hereto for a form for submitting the information set forth in Section 4(a) above. 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 Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Developer of real property within Improvement Areas #2-3 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 issuance of additional bonds, if any, under the Indenture or the incurrence of Other Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 5 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the

Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, 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 by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-

five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement 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 11. 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 hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Areas #2-3, 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. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent 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 their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Areas #2-3, 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. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in

good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Areas #2-3, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent and Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from

its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination and Administrator, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification,

(a) “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator understand “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. 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. 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 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF SACHSE, TEXAS
(as Issuer)

By: _____
Jeff Bickerstaff, Mayor

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 ISSUER REPORT**

Name of Issuer: City of Sachse, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022
(Sachse Public Improvement District No. 1 Improvement Areas #2-3 Project) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Sachse, Texas, has not provided [an Annual Issuer Report][annual [audited][unaudited] financial statements] for fiscal year end _____ with respect to the Bonds as required by the Continuing Disclosure Agreement of the Issuer dated as of November 15, 2022, by and among the Issuer, P3Works, LLC, as the “Administrator,” and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual [audited][unaudited] financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services,
a division of Hilltop Securities Inc.,
on behalf of the City of Sachse, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Sachse, Texas

EXHIBIT B

**CITY OF SACHSE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREAS #2-3 PROJECT)**

ANNUAL ISSUER REPORT¹

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: _____

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bonds (Principal Balance) _____

¹ Excluding audited financial statements of the Issuer.

Funds and Accounts [list] _____

TOTAL ASSETS _____

LIABILITIES

Outstanding Bond Principal _____

Outstanding Program Expenses (if any) _____

TOTAL LIABILITIES _____

EQUITY

Assets Less Liabilities _____

Value to Debt Ratio _____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (viii)

[Insert a line item]

SECTION 4(a)(ix) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN IMPROVEMENT AREAS #2-3 FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Assessments

Collected in Fiscal Year <u>Ending 9/30</u>	Assessment <u>Billed</u>	Parcels <u>Levied</u>	Delinquent Amount <u>as of 3/1</u>	Delinquent Percentage <u>as of 3/1</u>	Delinquent Amount <u>as of 9/1</u>	Delinquent Percentage <u>as of 9/1</u>	Total Assessments <u>Collected⁽¹⁾</u>
202__	\$ _____			—	—		\$ _____

⁽¹⁾ Collected as of _____, 20___. Includes \$_____ attributable to Prepayments.

ITEMS REQUIRED BY SECTIONS 4(a)(x) – (xiv) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO THE CITY OF SACHSE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREAS #2-3 PROJECT)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing. Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in

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 Dallas County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

accordance with the Dallas County Tax/Assessor Collector's procedures².

If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the Dallas County/Tax Assessor Collector procedures².

March 15

43/44

Trustee pays bond interest payments to Owners.

Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent 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.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

July 1

152/153

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the Dallas County/Tax Assessor Collector procedures².

Preliminary Foreclosure activity commences, in accordance with the Dallas County/Tax Assessor Collector procedures², and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

² If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

August 15

197/198

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court, in accordance with the Dallas County/Tax Assessor Collector procedures³.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager or the Finance Director 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.

³ If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.



Agenda Item Details

Meeting	Nov 14, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	11. Consider a resolution accepting and approving a preliminary 2022 O&M annual service plan update for the Sachse Public Improvement District No. 1 at The Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, December 5, 2022, regarding the levy of assessments against property within the District that is specially benefited by authorized services being financed.
Access	Public
Type	Action, Discussion
Preferred Date	Nov 14, 2022
Absolute Date	Nov 14, 2022
Recommended Action	Approve a resolution accepting and approving a preliminary 2022 O&M annual service plan update for the Sachse Public Improvement District No. 1 at The Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, December 5, 2022, regarding the levy of assessments against property within the District that is specially benefited by authorized services being financed.

Public Content

BACKGROUND

The Public Improvement District Assessment Act (the PID Act), Texas Local Government Code, Chapter 372, as amended, authorizes the City Council to create a public improvement district within the city. On January 22, 2019, the Council approved Resolution No. 3905 authorizing, establishing and creating the Sachse Public Improvement District No. 1, and, on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District. On October 5, 2020, the City Council adopted Resolution No. 3995 determining total costs for certain operation and maintenance services to be undertaken for the benefit of property within the District (the "Authorized Services"), approving a preliminary service and assessment plan and calling for a public hearing to consider the proposed assessments. The City Council held the Assessment Hearing on October 26, 2020, and, upon closing of the Assessment Hearing, the City Council adopted Ordinance No. 3999 approving the "Sachse Public Improvement District No. 1 Operation and Maintenance Service and Assessment Plan.

POLICY CONSIDERATIONS

This action item is authorized under Chapter 372 of the Texas Local Government Code and is contemplated within the original Development Agreement between the City and PMB Station Land LP that was executed on October 3, 2018.

RECOMMENDATION

Approve a resolution accepting and approving a preliminary 2022 O&M annual service plan update for the Sachse Public Improvement District No. 1 at The Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, December 5, 2022, regarding the levy of assessments against property within the District that is specially benefited by authorized services being financed.

[E11 2022-10-18_SAC_Station_O&M PID_Res.pdf \(119 KB\)](#)

[E11 EXHIBIT A- O&M PSAP November 2022.pdf \(840 KB\)](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ACCEPTING A PRELIMINARY 2022 ANNUAL SERVICE PLAN UPDATE FOR OPERATION AND MAINTENANCE FOR THE SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1, INCLUDING A DETERMINATION OF COST, A SERVICE PLAN AND ASSESSMENT ROLLS; DIRECTING THAT THE PRELIMINARY 2022 ANNUAL SERVICE PLAN UPDATE BE MADE AVAILABLE FOR PUBLIC INSPECTION; ORDERING A PUBLIC HEARING FOR NOVEMBER 14, 2022, TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS AGAINST THAT ASSESSED PROPERTY WITHIN THE DISTRICT THAT IS SPECIALLY BENEFITTED BY AUTHORIZED SERVICES BEING FINANCED; AUTHORIZING AND DIRECTING THE PUBLICATION AND MAILING OF NOTICES FOR SAID PUBLIC HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City (the "City Council") of Sachse, Texas (the "City") is authorized by the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act") to create public improvement districts within the city; and

WHEREAS, on December 7, 2018, a petition (the "Petition") was submitted and filed with the City Secretary (the "City Secretary") of the City meeting the requirements of the PID Act requesting the creation of a public improvement district within the city; and

WHEREAS, the City accepted the Petition and called a public hearing to consider the creation of the District and directed the City Secretary to publish and mail notice of such hearing as required by the PID Act; and

WHEREAS, on January 22, 2019, the City Council held the public hearing and, upon closing of the hearing, approved Resolution No. 3905, creating the Sachse Public Improvement District No. 1 (the "District"); and, on December 2, 2019, the City Council approved Resolution No. 3958, adding land to the District; and

WHEREAS, on October 5, 2020, the City Council adopted Resolution No. 3995 determining total costs for certain operations and maintenance service to be undertaken for the benefit of property within the District (the "Authorized Services"), approving a preliminary service and assessment plan and calling for a public hearing to consider the proposed assessments (the "Assessment Hearing"); and directing the publication and mailing of notice of the Assessment Hearing; and

WHEREAS, on October 26, 2020, the City Council held the Assessment Hearing and, upon closing of the Assessment Hearing, the City Council adopted Ordinance No. 3999 approving the "Sachse Public Improvement District No. 1 Operation and Maintenance Service and Assessment Plan," (the "Service and Assessment Plan") that included: (1) a determination of the cost of service to be provided and financed for the special benefit of the Assessed property, (2) a service plan, (3) an assessment plan, and (4) assessment roll; and

WHEREAS, the City Council proposes to accept for review and public inspection, the City of Sachse, Texas, Public Improvement District Preliminary 2022 O&M Annual Service Plan Update for the District including updates to: (1) the determination of the cost of service to be provided and financed for the special benefit of the Assessed Property for 2022, (2) the service plan, (3) the assessment plan, and (4) the assessment roll (collectively, the “Preliminary 2022 O&M Annual Service Plan Update”), which is attached hereto as Exhibit A; and

WHEREAS, the City Council proposes a public hearing for Monday, November 14, 2022, to consider an ordinance levying assessments against the Assessed Property to pay for the operation and maintenance of the public improvements identified in the Service and Assessment Plan as updated by the Preliminary 2022 O&M Annual Service Plan Update that will confer a special benefit on the Assessed Property and authorizes and directs the City Secretary to publish and mail notices of said public hearing in accordance with the PID Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

SECTION 1. The findings set forth above, together with the Exhibits attached hereto, are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby accepts the Preliminary 2022 O&M Annual Service Plan Update as being in compliance with the PID Act and directs that the Preliminary 2022 O&M Annual Service Plan Update be made available for review and public inspection.

SECTION 3. The City Council hereby orders a public hearing to be held on Monday, November 14, 2022, at 7:00 p. m. at City Hall located at 3815-B Sachse Road, Sachse, Texas (the “Public Hearing”), for the purpose of hearing public testimony concerning the levy of assessments in the amount of \$168,225 against the District to pay for Authorized Services that will confer a special benefit on Assessed Property.

SECTION 4. At the Public Hearing, the City Council will hear testimony regarding the adoption of an ordinance levying assessments against the Assessed Property in accordance with section 372.017 of the PID Act.

SECTION 5. The City Secretary is hereby authorized and directed to cause notices of the public hearing (in substantially the form attached hereto as Exhibit B) to be published in a newspaper of general circulation in the City and its extraterritorial jurisdiction in accordance with Section 372.016(b) of the PID Act and to be mailed to owners of the Assessed Property in accordance with Section 372.016(c) of the PID Act (however, the failure of a property owner to receive notice does not invalidate the proceeding).

SECTION 6. If any section, article, paragraph, sentence, clause, phrase or word of this Resolution, or application thereto any persons or circumstances, is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalid portions, which remaining portions shall remain in full force and effect.

SECTION 7. This Resolution shall become effective from and after its date of passage and approval by the City Council.

**DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SACHSE,
TEXAS, ON THIS THE 14TH DAY OF NOVEMBER, 2022.**

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

EXHIBIT A
City of Sachse, Texas
Public Improvement District No. 1
Preliminary 2022 O&M Annual Service Plan Update

[Remainder of this page intentionally left blank.]

EXHIBIT B

Form of Published and Mailed Notice of Public Hearing

NOTICE OF PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, CITY OF SACHSE, TEXAS, SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1

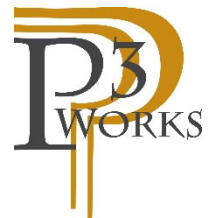
DATE, TIME, AND PLACE OF THE PUBLIC HEARING. Notice is hereby given that the City Council of the City of Sachse, Texas, (the “City Council” and the “City”) will conduct a public hearing on Monday, November 14, 2022, at 6:30 p.m. at City Hall located at 3815-B Sachse Road, Sachse, Texas, to consider an ordinance (1) approving the *City of Sachse, Texas, Sachse Public Improvement District No. 1 2022 O&M Annual Service Plan Update* (the “2022 O&M Annual Service Plan Update”) and (2) levying assessments against certain property located within the Sachse Public Improvement District No. 1 (the “District”).

GENERAL NATURE OF THE IMPROVEMENTS. The general nature of the public improvements proposed to be undertaken and financed by the District for the special benefit consists of the cost for maintenance of various improvements including but not limited to: roadways, retaining walls, screening walls, park improvements, monument signs, administrative fees, and any other authorized improvements from the District, and the annual collection costs for the District.

COST OF THE IMPROVEMENTS. The estimated cost of operation and maintenance of the public improvements that is proposed to be assessed is \$.05 per \$100 of assessed value.

BOUNDARIES OF THE ASSESSMENT DISTRICT. The boundaries of the District include approximately 170.686 contiguous acres located within the corporate limits of the city, which property is generally located north and south sides of President George Bush Turnpike, east of Merritt Road, and west of Miles Road. The District is more fully described in the 2022 O&M Annual Service Plan Update. A metes and bounds description and a map of the District, and the proposed Assessment Roll for the District are available for public inspection at the office of the City Secretary.

WRITTEN OR ORAL OBJECTIONS. All written or oral objections on the proposed assessments within the District will be considered at the public hearing.



CITY OF SACHSE, TEXAS PUBLIC IMPROVEMENT DISTRICT NO. 1

2022 O&M PRELIMINARY ANNUAL SERVICE PLAN UPDATE
NOVEMBER 14, 2022

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update have the meanings given to them in the O&M Service and Assessment Plan.

On January 22, 2019, the City passed and approved Resolution No. 3905 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 170.686 acres located within the corporate limits of the City.

On October 26, 2020, the City Council approved Ordinance No. 3998 approving a Service and Assessment Plan which identified the Authorized Improvements, the indebtedness to be incurred for the cost of the Authorized Improvements, and the manner of assessing the Property for the cost of the Authorized Improvements.

On October 26, 2020, the City Council approved the O&M Service and Assessment Plan by approving Ordinance No. 3999, which provided terms for the Operations and Maintenance Assessment to fund the cost of the maintenance of the Authorized Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On July 26, 2021, the City Council approved the O&M Service and Assessment Plan by approving Ordinance No. 4022, which provided terms for the Operations and Maintenance Assessment to fund the cost of the maintenance of the Authorized Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

This 2022 Annual Service Plan Update serves to levy Assessments and create a lien against Assessed Property within the District to pay for Operations and Maintenance Costs and Annual Collection Costs and serves as the annual update to the O&M Service and Assessment Plan in accordance with the Act.

PARCEL SUBDIVISION

City Land

- The final plat for The Station Major Infrastructure Phase 1, consisting of 1 Lot within Dallas County, was recorded in the Official Public Records of the County on December 7, 2020. The Lot is classified as City Land and will therefore not be allocated an Assessment.

Improvement Area #1

- The final plat for The Station Phase 1 (Block A), consisting of 224 residential Lots and 9 non-benefitted Lots within Dallas County, was recorded in the Official Public Records of the County on August 6, 2020. 165 residential Lots are classified as Single-Family Lot Types, 59 Lots are classified as Townhome Lots, and 9 Lots are classified as Non-Benefitted Property.
- The final plat for The Station Retail Lot 1, Block M (Block K-1), consisting of 15,688 square feet of Commercial Lot Type 1 per the Site Plan provided by the Owner, was recorded in the Official Public Records of the County on August 25, 2021.
- The Final Plat for Block B, which consists of 300 Multi-Family units, was recorded in the Official Public Records of the County on [REDACTED].

Improvement Area #2

- The preliminary plat for The Station Phase 3 (Block C), consisting of 49 residential Lots and 4 non-benefitted Lots within Dallas County, was approved by the City on [REDACTED], and is expected to be recorded in the Official Public Records of the County in the first quarter of 2023. All 49 residential Lots are classified as Single-Family Lot Types, and 4 Lots are classified as Non-Benefitted Property.

Improvement Area #3

- The site plan for Block K-2(A), was submitted to the City on November 1, 2021, consisting of 18,172 square feet of Commercial Lot Type 2.
- The preliminary site plan for Block K-2(C) was submitted to the City on March 11, 2022, consisting of 6,050 square feet of Commercial Lot Type 2.
- The site plan for The Station Multi-Family Phase 2 (Block D partial) was submitted to the city on December 14, 2021, consisting of 297 Multi-Family units.
- The site plan for Sparrow Senior Living (Block F) was submitted to the City on January 29, 2021, consisting of 193 Multi-Family units. The final plat for Block F has been approved by the City, but not yet filed with the County.
- The site plan for TRHS MOB One Block B, Lot 3 (Block L3) was submitted to the city

originally on December 16, 2020, and resubmitted on February 23, 2021, consisting of 66,600 square feet of Commercial Lot Type 2.

- The master site plan – West Tract for Trinity Regional Hospital Sachse Medical Office Building 1 was submitted to the City on October 28, 2020, consisting of one building containing 66,600 square feet of Commercial Lot Type 2 (which is the same building as in the site plan for TRHS MOB One Block B, Lot 3), and an additional building containing an additional 20,000 square feet of Commercial Lot Type 2 on Block L2, for a total of 86,600 square feet of Commercial Lot Type 2. The final plat for Block L2 and Block L3 has been approved by the City, but not yet filed with the County.

Improvement Area #4

- The conceptual site plan for Block I was submitted to the City in March of 2022 and consists of 103,680 square feet of Commercial Lot Type 3.

Improvement Area #5

- The preliminary site plan for Project Apollo (Block J) was submitted to the City in September of 2021 and consists of 218,792 square feet of Commercial Lot Type 3.

OPERATION AND MAINTENANCE OF THE DISTRICT

Operations and Maintenance Assessments and the Annual Installments thereof shall be calculated, levied, and collected each year on all Assessed Property in an amount sufficient to pay the Operations and Maintenance Costs. The Operations and Maintenance Costs equal approximately \$104,590 for October 1, 2022 – September 30, 2023. In no event will the Operations and Maintenance Assessment be greater than the Operations and Maintenance Costs.

The Operations and Maintenance Assessment and Annual Collection Costs shall be collected per Lot in the same manner and at the same time as the Annual Installments of Assessments for the Authorized Improvements and shall be subject to the same penalties and procedures as the Annual Installments for the Authorized Improvements as authorized by the PID Act.

ANNUAL INSTALLMENT DUE 1/31/2022

Improvement Area #1

- ***Operations and Maintenance Assessment*** – The total Assessment required for the Annual Installment is \$0.0500 per \$100 of assessed value.

- **Annual Collection Costs** The cost of administering the District and collecting the Annual Installment shall be paid for equally by each Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is approximately \$0.00985 per \$100 of assessed value.

Improvement Area #1		
Due January 31, 2022		
Operations and Maintenance Assessment ¹	\$	65,782.53
Annual Collection Costs ¹	\$	12,954.53
Total Annual Installment	\$	78,737.06

¹ Calculations for Operations and Maintenance Assessment and Annual Collection Costs based on appraised values per the 2022 values from Dallas Central Appraisal District.

Major Improvement Area

- **Operations and Maintenance Assessment** – The total Assessment required for the Annual Installment is \$0.0500 per \$100 of assessed value.
- **Annual Collection Costs** The cost of administering the District and collecting the Annual Installment shall be paid for equally by each Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is approximately \$0.02848 per \$100 of assessed value.

Major Improvement Area		
Due January 31, 2022		
Operations and Maintenance Assessment ¹	\$	16,471.48
Annual Collection Costs ¹	\$	9,381.47
Total Annual Installment	\$	25,852.95

¹ Calculations for Operations and Maintenance Assessment and Annual Collection Costs based on appraised values per the 2022 values from Dallas Central Appraisal District.

SERVICE PLAN – FIVE YEAR PROJECTION

The Act requires the annual indebtedness and projected costs for the Operations and Maintenance Assessment and Annual Collection Costs to be reviewed and updated annually, which shall include a projection covering a period of at least five years.

Improvement Area #1						
Year		2	3	4	5	6
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Appraised Taxable Value ¹	A	\$ 131,565,050.00	\$ 157,639,949.75	\$ 160,792,748.75	\$ 160,792,749.77	\$ 164,008,604.77
Operation and Maintenance Assessment ^{2,3}	B	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500
Annual Collection Costs ³	C	\$ 0.0098	\$ 0.0098	\$ 0.0098	\$ 0.0098	\$ 0.0098
Total Annual Installment	D = (A ÷ 100) × (B + C)	\$ 78,737.06	\$ 94,341.97	\$ 96,228.80	\$ 96,228.81	\$ 98,153.38

Major Improvement Area						
Year		2	3	4	5	6
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Appraised Taxable Value ¹	A	\$ 32,942,950.00	\$ 48,898,344.63	\$ 139,652,404.35	\$ 140,492,518.17	\$ 184,480,735.77
Operation and Maintenance Assessment ^{2,3}	B	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500	\$ 0.0500
Annual Collection Costs ³	C	\$ 0.0285	\$ 0.0285	\$ 0.0285	\$ 0.0285	\$ 0.0285
Total Annual Installment	D = (A ÷ 100) × (B + C)	\$ 25,852.95	\$ 38,374.41	\$ 109,596.32	\$ 110,255.62	\$ 144,776.66

Notes:

¹ Appraised Values per the 2022 values from Dallas Central Appraisal District. Each following year is an estimate only, based on absorption schedule provided by the Developer.

² Per the O&M Service and Assessment Plan, the Operations and Maintenance Assessment (per \$100 of Appraised Value).

³ The Operations and Maintenance Assessment due 1/31/2023 equals approximately \$0.0500 and the Annual Collection Costs due 1/31/2023 equal approximately \$0.0098 for Improvement Area #1 and \$0.0285 for the Major Improvement Area. Both will be adjusted each year based on actual Operations and Maintenance Costs and administrative costs.

The Annual Installments for years 2024 through 2027 are estimates and are subject to change when the City Council approves the annual O&M Annual Service Update for each specific year as required by the Act.

UPDATE OF THE ASSESSMENT ROLLS

The list of current Lots within the District required to pay the Operations and Maintenance Assessment, the corresponding Operations and Maintenance Assessment, Annual Collection Costs, and the total Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A-1** and the Major Improvement Area Assessment Roll attached hereto as **Exhibit A-2**. The Lots shown on the Assessment Rolls will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Lot Type	A	B	C	D = (A ÷ 100) × (B + C)	
		Appraised Taxable Value ¹	O&M Assessment ²	Annual Collection Costs ²	Annual Installment	Due 1/31/2023
480119100A0010000	Single Family	\$ 270,450.00	\$ 0.0500	\$ 0.0098	\$	161.85
480119100A0020000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100ACA10000	Non-Benefitted	\$ -	\$ -	\$ -	\$	-
480119100A0030000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0040000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0050000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0060000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0070000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0080000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0090000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0100000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0110000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0120000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0130000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100A0140000	Single Family	\$ 121,370.00	\$ 0.0500	\$ 0.0098	\$	72.64
480119100B0010000	Single Family	\$ 457,200.00	\$ 0.0500	\$ 0.0098	\$	273.62
480119100B0020000	Single Family	\$ 337,320.00	\$ 0.0500	\$ 0.0098	\$	201.87
480119100B0030000	Single Family	\$ 397,970.00	\$ 0.0500	\$ 0.0098	\$	238.17
480119100BCA20000	Non-Benefitted	\$ -	\$ -	\$ -	\$	-
480119100B0040000	Single Family	\$ 403,050.00	\$ 0.0500	\$ 0.0098	\$	241.21
480119100B0050000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100B0060000	Single Family	\$ 337,320.00	\$ 0.0500	\$ 0.0098	\$	201.87
480119100B0070000	Single Family	\$ 457,790.00	\$ 0.0500	\$ 0.0098	\$	273.97
480119100B0080000	Single Family	\$ 456,590.00	\$ 0.0500	\$ 0.0098	\$	273.25
480119100B0090000	Single Family	\$ 273,420.00	\$ 0.0500	\$ 0.0098	\$	163.63
480119100B0100000	Single Family	\$ 167,530.00	\$ 0.0500	\$ 0.0098	\$	100.26
480119100B0110000	Single Family	\$ 455,890.00	\$ 0.0500	\$ 0.0098	\$	272.83
480119100C0010000	Single Family	\$ 273,420.00	\$ 0.0500	\$ 0.0098	\$	163.63
480119100C0020000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100C0030000	Single Family	\$ 180,420.00	\$ 0.0500	\$ 0.0098	\$	107.98
480119100C0040000	Single Family	\$ 413,000.00	\$ 0.0500	\$ 0.0098	\$	247.17
480119100C0050000	Single Family	\$ 338,220.00	\$ 0.0500	\$ 0.0098	\$	202.41
480119100C0060000	Single Family	\$ 452,680.00	\$ 0.0500	\$ 0.0098	\$	270.91
480119100C0070000	Single Family	\$ 436,910.00	\$ 0.0500	\$ 0.0098	\$	261.48
480119100C0080000	Single Family	\$ 291,320.00	\$ 0.0500	\$ 0.0098	\$	174.34
480119100C0090000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100C0100000	Single Family	\$ 348,790.00	\$ 0.0500	\$ 0.0098	\$	208.74
480119100C0110000	Single Family	\$ 250,050.00	\$ 0.0500	\$ 0.0098	\$	149.65
480119100C0120000	Single Family	\$ 425,250.00	\$ 0.0500	\$ 0.0098	\$	254.50
480119100C0130000	Single Family	\$ 425,610.00	\$ 0.0500	\$ 0.0098	\$	254.71
480119100C0140000	Single Family	\$ 448,700.00	\$ 0.0500	\$ 0.0098	\$	268.53
480119100D0010000	Single Family	\$ 255,300.00	\$ 0.0500	\$ 0.0098	\$	152.79
480119100D0020000	Single Family	\$ 244,080.00	\$ 0.0500	\$ 0.0098	\$	146.07
480119100D0030000	Single Family	\$ 307,540.00	\$ 0.0500	\$ 0.0098	\$	184.05
480119100D0040000	Single Family	\$ 403,050.00	\$ 0.0500	\$ 0.0098	\$	241.21
480119100D0050000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$	50.87
480119100D0060000	Single Family	\$ 339,590.00	\$ 0.0500	\$ 0.0098	\$	203.23
480119100D0070000	Single Family	\$ 323,430.00	\$ 0.0500	\$ 0.0098	\$	193.56
480119100D0080000	Single Family	\$ 268,840.00	\$ 0.0500	\$ 0.0098	\$	160.89
480119100D0090000	Single Family	\$ 156,610.00	\$ 0.0500	\$ 0.0098	\$	93.73

Property ID	Lot Type	A	B	C	D = (A ÷ 100) × (B + C)
		Appraised Taxable Value ¹	O&M Assessment ²	Annual Collection Costs ²	Annual Installment Due 1/31/2023
480119100D0100000	Single Family	\$ 415,110.00	\$ 0.0500	\$ 0.0098	\$ 248.43
480119100D0110000	Single Family	\$ 436,910.00	\$ 0.0500	\$ 0.0098	\$ 261.48
480119100D0120000	Single Family	\$ 472,860.00	\$ 0.0500	\$ 0.0098	\$ 282.99
480119100D0130000	Single Family	\$ 425,610.00	\$ 0.0500	\$ 0.0098	\$ 254.71
480119100D0140000	Single Family	\$ 397,970.00	\$ 0.0500	\$ 0.0098	\$ 238.17
480119100D0150000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100D0160000	Single Family	\$ 270,450.00	\$ 0.0500	\$ 0.0098	\$ 161.85
480119100D0170000	Single Family	\$ 229,420.00	\$ 0.0500	\$ 0.0098	\$ 137.30
480119100D0180000	Single Family	\$ 273,420.00	\$ 0.0500	\$ 0.0098	\$ 163.63
480119100D0190000	Single Family	\$ 455,890.00	\$ 0.0500	\$ 0.0098	\$ 272.83
480119100D0200000	Single Family	\$ 195,400.00	\$ 0.0500	\$ 0.0098	\$ 116.94
480119100D0210000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100D0220000	Single Family	\$ 452,680.00	\$ 0.0500	\$ 0.0098	\$ 270.91
480119100D0230000	Single Family	\$ 417,720.00	\$ 0.0500	\$ 0.0098	\$ 249.99
480119100D0240000	Single Family	\$ 347,400.00	\$ 0.0500	\$ 0.0098	\$ 207.91
480119100D0250000	Single Family	\$ 281,430.00	\$ 0.0500	\$ 0.0098	\$ 168.43
480119100D0260000	Single Family	\$ 461,840.00	\$ 0.0500	\$ 0.0098	\$ 276.39
480119100DCA50000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -
480119100E0010000	Single Family	\$ 384,450.00	\$ 0.0500	\$ 0.0098	\$ 230.08
480119100E0020000	Single Family	\$ 337,320.00	\$ 0.0500	\$ 0.0098	\$ 201.87
480119100ECA30000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -
480119100E0030000	Single Family	\$ 403,620.00	\$ 0.0500	\$ 0.0098	\$ 241.55
480119100E0040000	Single Family	\$ 270,450.00	\$ 0.0500	\$ 0.0098	\$ 161.85
480119100E0050000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100E0060000	Single Family	\$ 452,680.00	\$ 0.0500	\$ 0.0098	\$ 270.91
480119100E0070000	Single Family	\$ 395,740.00	\$ 0.0500	\$ 0.0098	\$ 236.84
480119100E0080000	Single Family	\$ 372,830.00	\$ 0.0500	\$ 0.0098	\$ 223.13
480119100E0090000	Single Family	\$ 273,420.00	\$ 0.0500	\$ 0.0098	\$ 163.63
480119100E0100000	Single Family	\$ 270,450.00	\$ 0.0500	\$ 0.0098	\$ 161.85
480119100E0110000	Single Family	\$ 244,030.00	\$ 0.0500	\$ 0.0098	\$ 146.04
480119100E0120000	Single Family	\$ 452,680.00	\$ 0.0500	\$ 0.0098	\$ 270.91
480119100E0130000	Single Family	\$ 241,560.00	\$ 0.0500	\$ 0.0098	\$ 144.57
480119100E0140000	Single Family	\$ 244,310.00	\$ 0.0500	\$ 0.0098	\$ 146.21
480119100E0150000	Single Family	\$ 243,450.00	\$ 0.0500	\$ 0.0098	\$ 145.70
480119100E0160000	Single Family	\$ 266,090.00	\$ 0.0500	\$ 0.0098	\$ 159.25
480119100E0170000	Single Family	\$ 411,800.00	\$ 0.0500	\$ 0.0098	\$ 246.45
480119100E0180000	Single Family	\$ 513,080.00	\$ 0.0500	\$ 0.0098	\$ 307.06
480119100E0190000	Single Family	\$ 412,380.00	\$ 0.0500	\$ 0.0098	\$ 246.79
480119100E0200000	Single Family	\$ 450,280.00	\$ 0.0500	\$ 0.0098	\$ 269.48
480119100E0210000	Single Family	\$ 436,910.00	\$ 0.0500	\$ 0.0098	\$ 261.48
480119100E0220000	Single Family	\$ 500,330.00	\$ 0.0500	\$ 0.0098	\$ 299.43
480119100E0230000	Single Family	\$ 473,090.00	\$ 0.0500	\$ 0.0098	\$ 283.13
480119100E0240000	Single Family	\$ 461,840.00	\$ 0.0500	\$ 0.0098	\$ 276.39
480119100E0250000	Single Family	\$ 379,140.00	\$ 0.0500	\$ 0.0098	\$ 226.90
480119100E0260000	Single Family	\$ 395,740.00	\$ 0.0500	\$ 0.0098	\$ 236.84
480119100E0270000	Single Family	\$ 463,980.00	\$ 0.0500	\$ 0.0098	\$ 277.68
480119100E0280000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100E0290000	Single Family	\$ 153,120.00	\$ 0.0500	\$ 0.0098	\$ 91.64
480119100F0010000	Single Family	\$ 322,120.00	\$ 0.0500	\$ 0.0098	\$ 192.78
480119100F0020000	Single Family	\$ 405,860.00	\$ 0.0500	\$ 0.0098	\$ 242.89

Property ID	Lot Type	A	B	C	D = (A ÷ 100) × (B + C)
		Appraised Taxable Value ¹	O&M Assessment ²	Annual Collection Costs ²	Annual Installment Due 1/31/2023
480119100F0030000	Single Family	\$ 463,980.00	\$ 0.0500	\$ 0.0098	\$ 277.68
480119100F0040000	Single Family	\$ 307,640.00	\$ 0.0500	\$ 0.0098	\$ 184.11
480119100F0050000	Single Family	\$ 332,580.00	\$ 0.0500	\$ 0.0098	\$ 199.04
480119100F0060000	Single Family	\$ 273,420.00	\$ 0.0500	\$ 0.0098	\$ 163.63
480119100F0070000	Single Family	\$ 251,360.00	\$ 0.0500	\$ 0.0098	\$ 150.43
480119100F0080000	Single Family	\$ 281,800.00	\$ 0.0500	\$ 0.0098	\$ 168.65
480119100F0090000	Single Family	\$ 444,790.00	\$ 0.0500	\$ 0.0098	\$ 266.19
480119100F0100000	Single Family	\$ 455,890.00	\$ 0.0500	\$ 0.0098	\$ 272.83
480119100F0110000	Single Family	\$ 500,330.00	\$ 0.0500	\$ 0.0098	\$ 299.43
480119100F0120000	Single Family	\$ 461,840.00	\$ 0.0500	\$ 0.0098	\$ 276.39
480119100F0130000	Single Family	\$ 452,680.00	\$ 0.0500	\$ 0.0098	\$ 270.91
480119100F0140000	Single Family	\$ 337,320.00	\$ 0.0500	\$ 0.0098	\$ 201.87
480119100F0150000	Single Family	\$ 425,610.00	\$ 0.0500	\$ 0.0098	\$ 254.71
480119100F0160000	Single Family	\$ 307,540.00	\$ 0.0500	\$ 0.0098	\$ 184.05
480119100F0170000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100F0180000	Single Family	\$ 291,320.00	\$ 0.0500	\$ 0.0098	\$ 174.34
480119100F0190000	Single Family	\$ 337,320.00	\$ 0.0500	\$ 0.0098	\$ 201.87
480119100F0200000	Single Family	\$ 421,720.00	\$ 0.0500	\$ 0.0098	\$ 252.38
480119100F0210000	Single Family	\$ 448,700.00	\$ 0.0500	\$ 0.0098	\$ 268.53
480119100F0220000	Single Family	\$ 344,620.00	\$ 0.0500	\$ 0.0098	\$ 206.24
480119100F0230000	Single Family	\$ 167,530.00	\$ 0.0500	\$ 0.0098	\$ 100.26
480119100F0240000	Single Family	\$ 275,830.00	\$ 0.0500	\$ 0.0098	\$ 165.07
480119100F0250000	Single Family	\$ 452,680.00	\$ 0.0500	\$ 0.0098	\$ 270.91
480119100G0010000	Single Family	\$ 361,100.00	\$ 0.0500	\$ 0.0098	\$ 216.11
480119100G0020000	Single Family	\$ 387,960.00	\$ 0.0500	\$ 0.0098	\$ 232.18
480119100G0030000	Single Family	\$ 405,860.00	\$ 0.0500	\$ 0.0098	\$ 242.89
480119100G0040000	Single Family	\$ 338,220.00	\$ 0.0500	\$ 0.0098	\$ 202.41
480119100G0050000	Single Family	\$ 251,360.00	\$ 0.0500	\$ 0.0098	\$ 150.43
480119100G0060000	Single Family	\$ 275,830.00	\$ 0.0500	\$ 0.0098	\$ 165.07
480119100G0070000	Single Family	\$ 270,450.00	\$ 0.0500	\$ 0.0098	\$ 161.85
480119100G0080000	Single Family	\$ 235,740.00	\$ 0.0500	\$ 0.0098	\$ 141.08
480119100G0090000	Single Family	\$ 417,720.00	\$ 0.0500	\$ 0.0098	\$ 249.99
480119100G0100000	Single Family	\$ 270,790.00	\$ 0.0500	\$ 0.0098	\$ 162.06
480119100G0110000	Single Family	\$ 357,490.00	\$ 0.0500	\$ 0.0098	\$ 213.95
480119100G0120000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100G0130000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100G0140000	Single Family	\$ 122,090.00	\$ 0.0500	\$ 0.0098	\$ 73.07
480119100G0150000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100G0160000	Single Family	\$ 425,610.00	\$ 0.0500	\$ 0.0098	\$ 254.71
480119100G0170000	Single Family	\$ 461,840.00	\$ 0.0500	\$ 0.0098	\$ 276.39
480119100G0180000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100G0190000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100G0200000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100G0210000	Single Family	\$ 436,910.00	\$ 0.0500	\$ 0.0098	\$ 261.48
480119100G0220000	Single Family	\$ 337,320.00	\$ 0.0500	\$ 0.0098	\$ 201.87
480119100G0230000	Single Family	\$ 289,370.00	\$ 0.0500	\$ 0.0098	\$ 173.18
480119100G0240000	Single Family	\$ 250,050.00	\$ 0.0500	\$ 0.0098	\$ 149.65
480119100G0250000	Single Family	\$ 122,680.00	\$ 0.0500	\$ 0.0098	\$ 73.42
480119100G0260000	Single Family	\$ 196,270.00	\$ 0.0500	\$ 0.0098	\$ 117.46
480119100G0270000	Single Family	\$ 337,320.00	\$ 0.0500	\$ 0.0098	\$ 201.87

Property ID	Lot Type	A	B	C	D = (A ÷ 100) × (B + C)
		Appraised Taxable Value ¹	O&M Assessment ²	Annual Collection Costs ²	Annual Installment Due 1/31/2023
480119100G0280000	Single Family	\$ 342,380.00	\$ 0.0500	\$ 0.0098	\$ 204.90
480119100G0290000	Single Family	\$ 425,610.00	\$ 0.0500	\$ 0.0098	\$ 254.71
480119100H0010000	Single Family	\$ 351,180.00	\$ 0.0500	\$ 0.0098	\$ 210.17
480119100H0020000	Single Family	\$ 448,700.00	\$ 0.0500	\$ 0.0098	\$ 268.53
480119100H0030000	Single Family	\$ 338,220.00	\$ 0.0500	\$ 0.0098	\$ 202.41
480119100H0040000	Single Family	\$ 212,220.00	\$ 0.0500	\$ 0.0098	\$ 127.01
480119100H0050000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100I0010000	Single Family	\$ 425,610.00	\$ 0.0500	\$ 0.0098	\$ 254.71
480119100I0020000	Single Family	\$ 455,890.00	\$ 0.0500	\$ 0.0098	\$ 272.83
480119100I0030000	Single Family	\$ 216,890.00	\$ 0.0500	\$ 0.0098	\$ 129.80
480119100I0040000	Single Family	\$ 148,610.00	\$ 0.0500	\$ 0.0098	\$ 88.94
480119100I0050000	Single Family	\$ 255,300.00	\$ 0.0500	\$ 0.0098	\$ 152.79
480119100I0060000	Single Family	\$ 397,970.00	\$ 0.0500	\$ 0.0098	\$ 238.17
480119100I0070000	Single Family	\$ 403,620.00	\$ 0.0500	\$ 0.0098	\$ 241.55
480119100I0080000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100I0090000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100I0100000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100I0110000	Townhome	\$ 402,230.00	\$ 0.0500	\$ 0.0098	\$ 240.72
480119100I0120000	Townhome	\$ 401,990.00	\$ 0.0500	\$ 0.0098	\$ 240.58
480119100I0130000	Townhome	\$ 401,990.00	\$ 0.0500	\$ 0.0098	\$ 240.58
480119100I0140000	Townhome	\$ 404,780.00	\$ 0.0500	\$ 0.0098	\$ 242.25
480119100I0150000	Townhome	\$ 377,460.00	\$ 0.0500	\$ 0.0098	\$ 225.90
480119100I0160000	Townhome	\$ 402,600.00	\$ 0.0500	\$ 0.0098	\$ 240.94
480119100I0170000	Townhome	\$ 402,230.00	\$ 0.0500	\$ 0.0098	\$ 240.72
480119100I0180000	Townhome	\$ 401,990.00	\$ 0.0500	\$ 0.0098	\$ 240.58
480119100I0190000	Townhome	\$ 404,780.00	\$ 0.0500	\$ 0.0098	\$ 242.25
480119100I0200000	Townhome	\$ 408,130.00	\$ 0.0500	\$ 0.0098	\$ 244.25
480119100I0210000	Townhome	\$ 303,240.00	\$ 0.0500	\$ 0.0098	\$ 181.48
480119100I0220000	Townhome	\$ 303,070.00	\$ 0.0500	\$ 0.0098	\$ 181.38
480119100I0230000	Townhome	\$ 303,070.00	\$ 0.0500	\$ 0.0098	\$ 181.38
480119100I0240000	Townhome	\$ 303,070.00	\$ 0.0500	\$ 0.0098	\$ 181.38
480119100I0250000	Townhome	\$ 305,020.00	\$ 0.0500	\$ 0.0098	\$ 182.54
480119100I0260000	Townhome	\$ 305,020.00	\$ 0.0500	\$ 0.0098	\$ 182.54
480119100I0270000	Townhome	\$ 305,020.00	\$ 0.0500	\$ 0.0098	\$ 182.54
480119100I0280000	Townhome	\$ 307,370.00	\$ 0.0500	\$ 0.0098	\$ 183.95
480119100J0010000	Single Family	\$ 248,090.00	\$ 0.0500	\$ 0.0098	\$ 148.47
480119100J0020000	Single Family	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100JCA40000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -
480119100K0010000	Townhome	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100K0020000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0030000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0040000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0050000	Townhome	\$ 7,250.00	\$ 0.0500	\$ 0.0098	\$ 4.34
480119100K0060000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0070000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0080000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0090000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0100000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0110000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0120000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24

Property ID	Lot Type	A	B	C	D = (A ÷ 100) × (B + C)
		Appraised Taxable Value ¹	O&M Assessment ²	Annual Collection Costs ²	Annual Installment Due 1/31/2023
480119100K0130000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0140000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100KCA70000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -
480119100K0150000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0160000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0170000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0180000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0190000	Townhome	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100K0200000	Townhome	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100K0210000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0220000	Townhome	\$ 72,250.00	\$ 0.0500	\$ 0.0098	\$ 43.24
480119100K0230000	Townhome	\$ 85,000.00	\$ 0.0500	\$ 0.0098	\$ 50.87
480119100L0010000	Townhome	\$ 151,000.00	\$ 0.0500	\$ 0.0098	\$ 90.37
480119100L0020000	Townhome	\$ 138,200.00	\$ 0.0500	\$ 0.0098	\$ 82.71
480119100L0030000	Townhome	\$ 138,200.00	\$ 0.0500	\$ 0.0098	\$ 82.71
480119100L0040000	Townhome	\$ 138,760.00	\$ 0.0500	\$ 0.0098	\$ 83.04
480119100L0050000	Townhome	\$ 152,180.00	\$ 0.0500	\$ 0.0098	\$ 91.07
480119100L0060000	Townhome	\$ 118,000.00	\$ 0.0500	\$ 0.0098	\$ 70.62
480119100L0070000	Townhome	\$ 105,220.00	\$ 0.0500	\$ 0.0098	\$ 62.97
480119100L0080000	Townhome	\$ 105,500.00	\$ 0.0500	\$ 0.0098	\$ 63.14
480119100L0090000	Townhome	\$ 118,590.00	\$ 0.0500	\$ 0.0098	\$ 70.97
480119100M0010000	Townhome	\$ 252,940.00	\$ 0.0500	\$ 0.0098	\$ 151.38
480119100M0020000	Townhome	\$ 238,520.00	\$ 0.0500	\$ 0.0098	\$ 142.75
480119100M0030000	Townhome	\$ 237,120.00	\$ 0.0500	\$ 0.0098	\$ 141.91
480119100M0040000	Townhome	\$ 237,120.00	\$ 0.0500	\$ 0.0098	\$ 141.91
480119100M0050000	Townhome	\$ 249,990.00	\$ 0.0500	\$ 0.0098	\$ 149.61
480119100M0060000	Townhome	\$ 317,770.00	\$ 0.0500	\$ 0.0098	\$ 190.17
480119100M0070000	Townhome	\$ 305,020.00	\$ 0.0500	\$ 0.0098	\$ 182.54
480119100M0080000	Townhome	\$ 303,070.00	\$ 0.0500	\$ 0.0098	\$ 181.38
480119100M0090000	Townhome	\$ 315,820.00	\$ 0.0500	\$ 0.0098	\$ 189.01
480119100MCA60000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -
480119100NCA80000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -
480119100OCA90000	Non-Benefitted	\$ -	\$ -	\$ -	\$ -
480119500A0010000	Multi-Family	\$ 67,872,290.00	\$ 0.0500	\$ 0.0098	\$ 40,619.18
480119700M0010000	Commercial 1	\$ 3,114,590.00	\$ 0.0500	\$ 0.0098	\$ 1,863.97
Total		\$ 131,565,050.00	\$ 65,782.53	\$ 12,954.53	\$ 78,737.06

¹ Per Dallas Central Appraisal District.

² The Operations and Maintenance Assessment due 1/31/2023 equals approximately \$0.0500 and the Annual Collection Costs due 1/31/2023 equal approximately \$0.00985. Both will be adjusted each year based on actual Operations and Maintenance Costs and administrative costs.

EXHIBIT A-2 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID	Block	Lot Type	A	B	C	D = (A ÷ 100) × (B + C)
			Appraised Taxable Value ¹	O&M Assessment ²	Annual Collection Costs ²	Annual Installment Due 1/31/2023
65100943010030000	Block K-2(A)	Commercial 2	\$ 822,800.00	\$ 0.0500	\$ 0.0285	\$ 645.72
65100943010010000	Block K-2(A)	Commercial 2	\$ 227,210.00	\$ 0.0500	\$ 0.0285	\$ 178.31
65022863010020300	Block C	Single Family	\$ 2,202,430.00	\$ 0.0500	\$ 0.0285	\$ 1,728.42
65022863010020000	Block D1 & Block D2	Multi-Family & Commercial 2	\$ 5,681,370.00	\$ 0.0500	\$ 0.0285	\$ 4,458.62
65022863010020400 ³	Block E	Commercial 2 & Commercial 3	N/A	\$ 0.0500	\$ 0.0285	\$ -
480118300B0020000	Block F	Multi-Family	\$ 6,018,510.00	\$ 0.0500	\$ 0.0285	\$ 4,723.20
480118300B0010000	Block G1 & Block G2	Commercial 2	\$ 3,531,040.00	\$ 0.0500	\$ 0.0285	\$ 2,771.09
480118300A0010000 ³	Block L-1	Commercial 2	N/A	\$ 0.0500	\$ 0.0285	\$ -
480118200A0030000	Block L3	Commercial 2	\$ 5,492,450.00	\$ 0.0500	\$ 0.0285	\$ 4,310.36
480118200A0020000	Block L2	Commercial 2	\$ 523,050.00	\$ 0.0500	\$ 0.0285	\$ 410.48
65022863010040200	Block I	Commercial 3	\$ 2,476,630.00	\$ 0.0500	\$ 0.0285	\$ 1,943.61
65022863010080000	Block J	Commercial 3	\$ 3,189,860.00	\$ 0.0500	\$ 0.0285	\$ 2,503.34
65022863010100000	City Land	Non-Benefitted	\$ -	\$ 0.0500	\$ 0.0285	\$ -
65022863010100200	City Land	Non-Benefitted	\$ -	\$ 0.0500	\$ 0.0285	\$ -
65100037010050100	City Land	Non-Benefitted	\$ -	\$ 0.0500	\$ 0.0285	\$ -
480119600M11A0000	City Land	Non-Benefitted	\$ -	\$ 0.0500	\$ 0.0285	\$ -
65022863010030000	Block K-3	Commercial 2	\$ 542,350.00	\$ 0.0500	\$ 0.0285	\$ 425.63
65100943010020100	Block K-2(B)	Commercial 2	\$ 1,000.00	\$ 0.0500	\$ 0.0285	\$ 0.78
65100943010030100	Block K-2(B) & Block K-2(C)	Commercial 2	\$ 1,119,060.00	\$ 0.0500	\$ 0.0285	\$ 878.22
65100943010020000	Block K-2(B)	Commercial 2	\$ 176,850.00	\$ 0.0500	\$ 0.0285	\$ 138.79
65092877510020100	Block H-1	Commercial 2	\$ 1,000.00	\$ 0.0500	\$ 0.0285	\$ 0.78
65092877510020000	Block H-1	Commercial 2	\$ 936,340.00	\$ 0.0500	\$ 0.0285	\$ 734.82
65092877510020200	Block H-2	Commercial 2	\$ 1,000.00	\$ 0.0500	\$ 0.0285	\$ 0.78
Total			\$ 32,942,950.00	\$ 16,471.48	\$ 9,381.47	\$ 25,852.95

¹ Per Dallas Central Appraisal District.

² The Operations and Maintenance Assessment due 1/31/2023 equals approximately \$0.0500 and the Annual Collection Costs due 1/31/2023 equal approximately \$0.0285. Both will be adjusted each year based on actual Operations and Maintenance Costs and administrative costs.

³ Taxable appraised values for Parcel IDs 65022863010020400 and 480118300A0010000 are not available for tax year 2022.

EXHIBIT B-1 – MAP OF THE DISTRICT/BLOCK MAP

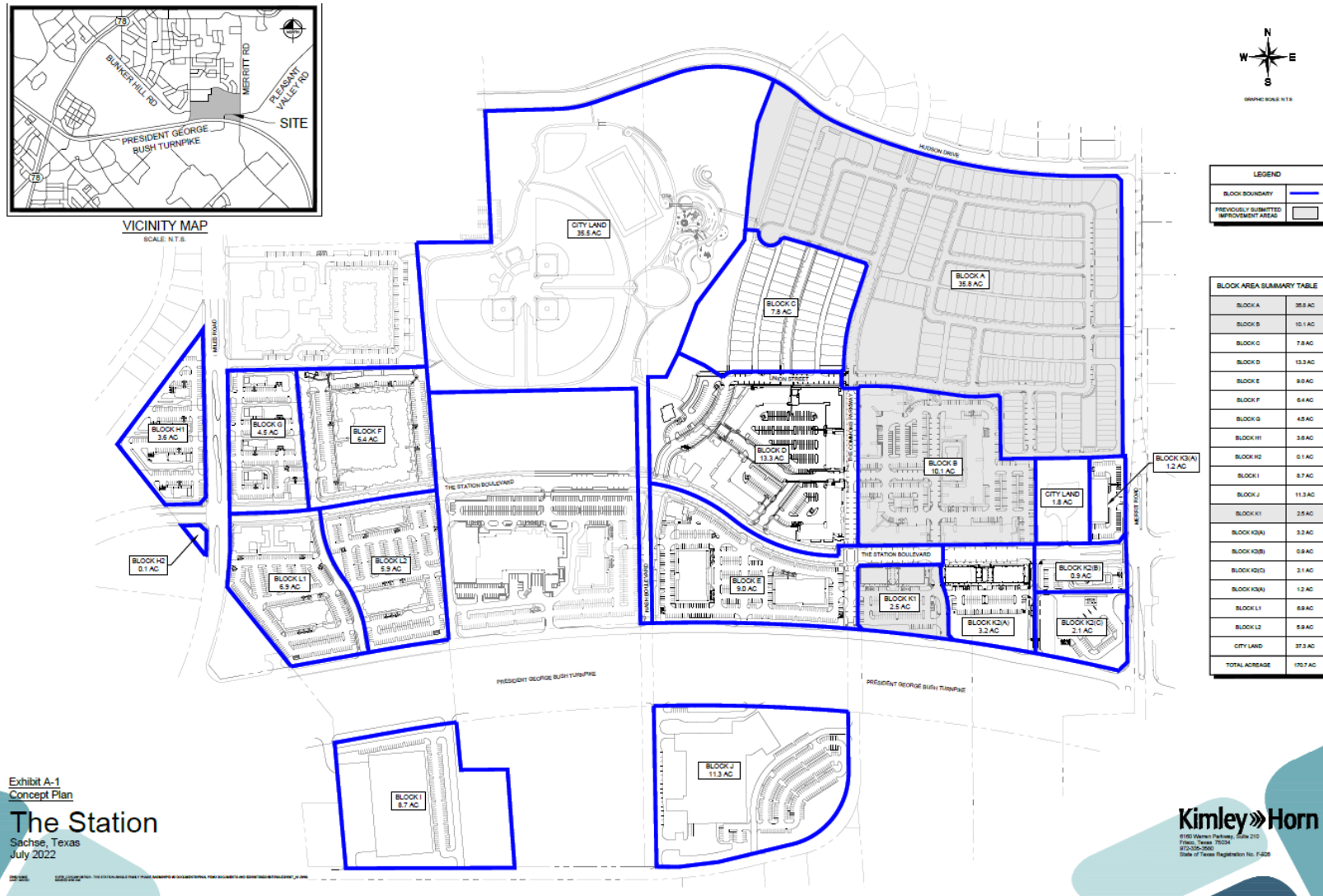


EXHIBIT B-2 – MAP OF MAJOR IMPROVEMENT AREA AND IMPROVEMENT AREA #1

