

**COLLIN CREEK
FUNDING AGREEMENT**

BETWEEN

COLLIN CREEK DEVELOPMENT, LLC

AND

THE CITY OF PLANO, TEXAS

Dated: _____, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	2
ARTICLE II COLLIN CREEK DEVELOPMENT	10
Section 2.01. Scope of Agreement	10
ARTICLE III PUBLIC IMPROVEMENT DISTRICT	10
Section 3.01. Creation	10
Section 3.02. Issuance of PID Bonds	10
Section 3.03. Developer Cash Contribution	12
Section 3.04. Land Acquisition	13
Section 3.05. Transfer of Property	13
ARTICLE IV TIRZ	14
Section 4.01. Tax Increment Reinvestment Zone	14
Section 4.02. TIRZ Fund	15
ARTICLE V ADDITIONAL FUNDING AND IMPROVEMENTS	16
Section 5.01. Right of Way Acquisition	16
Section 5.02. Culvert Improvements – Drainage Revenue Bonds	16
Section 5.03. Parking Facilities	16
ARTICLE VI MISCELLANEOUS PROVISIONS RELATING TO THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS	19
Section 6.01. Public Improvements and Additional Public Improvements Constructed on Property Owned by Local Government Corporation	19
ARTICLE VII PAYMENT OF PUBLIC IMPROVEMENTS	19
Section 7.01. Overall Requirements	19
Section 7.02. Cost Overruns; Remaining Funds after Completion of a Public Improvement	20
ARTICLE VIII REPRESENTATIONS AND WARRANTIES	21
Section 8.01. Representations and Warranties of City	21
Section 8.02. Representations and Warranties of Developer	21
ARTICLE IX MAINTENANCE OF LANDSCAPE IMPROVEMENTS	22
Section 9.01. Fountain Improvements	22
ARTICLE X TERMINATION EVENTS	23

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 10.01. Developer Termination Events.....	23
Section 10.02. City Termination Events	23
Section 10.03. Termination Procedure	24
Section 10.04. City Actions Upon Termination	24
ARTICLE XI TERM.....	24
ARTICLE XII DEFAULT AND REMEDIES	24
Section 12.01. Developer Default	24
Section 12.02. Notice and Cure Period	25
Section 12.03. City’s Remedies	26
Section 12.04. City Default	26
Section 12.05. Developer’s Remedies.....	27
Section 12.06. Limited Waiver of Immunity	27
Section 12.07. Limitation on Damages	27
Section 12.08. Waiver	27
ARTICLE XIII GENERAL PROVISIONS	28
Section 13.01. Notices.....	28
Section 13.02. Assignment.....	28
Section 13.03. No Consent to Third Party Financing.....	30
Section 13.04. Table of Contents; Titles and Headings	30
Section 13.05. Entire Agreement; Amendment.....	30
Section 13.06. Time.....	30
Section 13.07. Counterparts	30
Section 13.08. Severability; Waiver.....	30
Section 13.09. No Third-Party Beneficiaries	31
Section 13.10. Notice of Assignment.....	31
Section 13.11. No Joint Venture	31
Section 13.12. Estoppel Certificates.....	31
Section 13.13. Independence of Action.....	32
Section 13.14. Limited Recourse	32
Section 13.15. Exhibits.....	32
Section 13.16. Survival of Covenants	32
Section 13.17. No Acceleration.....	32
Section 13.18. Conditions Precedent.....	32
Section 13.19. No Reduction of Assessments.....	32
Section 13.20. Anti-Boycott Verification.....	33
Section 13.21. Iran, Sudan and Foreign Terrorist Organizations	33
Section 13.22. Governing Law	33
Section 13.23. Extension of Time	33
Section 13.24. Conflict.....	34

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Exhibit A – Collin Creek East Public Improvement Project Costs	
Exhibit B – Collin Creek West Public Improvement Project Costs	
Exhibit C – Collin Creek East PID Private Improvements	
Exhibit D – Collin Creek West PID Private Improvements	
Exhibit E – Design Standards	
Exhibit F – Culvert Improvements	
Exhibit G – Reserved	
Exhibit H – Reserved	
Exhibit I – Reserved	
Exhibit J – Collin Creek East PID Phases	
Exhibit K – Collin Creek West PID Phases	
Exhibit L – Parking Garage Tracts	
Exhibit M - Land Acquisition Parcels	
Exhibit N – Reserved	

COLLIN CREEK FUNDING AGREEMENT

This Collin Creek Funding Agreement (this “**Agreement**”), dated as of _____, 2020 (the “**Effective Date**”), is entered into between Collin Creek Development LLC, a Delaware limited liability company (the “**Developer**”), and the City of Plano, Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Plano (the “City Council”); and

WHEREAS, the City and the Developer have entered into that certain Collin Creek Development Agreement dated July 22, 2019 (the “Development Agreement”); and

WHEREAS the Developer plans to develop approximately 99.9628 acres of real property depicted on Exhibit A to the Development Agreement (the “Property”) within the corporate limits of the City as a master-planned mixed urban use development containing retail, restaurant, office, multifamily and single-family residential components, and other associated uses, in accordance with the applicable City Regulations (the “Project”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create two public improvement districts that encompass the majority of the boundaries of the Property (each a “PID” and jointly the “PIDs”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”) and to create a tax increment reinvestment zone pursuant to Chapter 311, Texas Tax Code (the “TIRZ”) the boundaries of which shall include the Property.

WHEREAS the Collin Creek East PID (defined herein) shall contain approximately 60.599 acres and the Collin Creek West PID (defined herein) shall contain approximately 39.37 acres all within the corporate limits of the City; and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PIDs; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinances (as defined herein) and adopt the SAPs (as defined herein) which provide for the construction, and financing of the

Public Improvements pursuant to the SAPs, payable in whole or in part by and from Assessments levied against property within the PIDs (whether through a cash reimbursement or through an issuance of PID Bonds) and from revenues generated from the TIRZ, as more specifically provided for herein and in the SAPs; and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within each PID and issue PID Bonds up to a maximum aggregate principal amount of \$140,000,000 for Collin Creek East PID and \$32,000,000 for Collin Creek West PID, for payment or reimbursement of the of the Public Improvements included in the SAP; and

WHEREAS, the payment and reimbursement of the costs for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and revenues from the TIRZ, and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem taxes or any other funds of the City except the Assessments; and

WHEREAS, the Parties agree that the Public Improvements are also improvements that qualify as projects under Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Affiliates” of Collin Creek Development, LLC means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision,

decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser acceptable to the City and the Developer, such Appraisal to include as-complete improvements, including the Public Improvements and Private Improvements, necessary to get to a Final Lot Value.

“Assessment Ordinance(s)” means the City’s ordinance(s) approving the SAP(s) and levying Assessments on the benefitted Property within the PIDs.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PIDs for the purpose of paying the costs of the Public Improvements.

“City” means the City of Plano, Texas.

“City Regulations” mean City Code provisions, ordinances, standards, uniform and international building and construction codes, Zoning, and regulations duly adopted by the City, which shall be applied to the Collin Creek Development.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“City Tax Increment” means 75% of the City’s ad valorem taxes collected from properties within the Property as set forth in Article IV.

“COG Financing” means any loan, grant, purchase agreement or financing agreement between the City and the North Texas Council of Governments for the payment of construction costs of the East Parking Garage.

“Collin Creek Development” means that master-planned mixed use urban development to be developed and constructed on the Property pursuant to the City Regulations.

“Collin Creek East PID” means the Collin Creek East Public Improvement District created by the City pursuant to the PID Act over the Collin Creek East PID Tract.

“Collin Creek East PID Bond Proceeds” means the proceeds of Collin Creek East PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the applicable Project Fund.

“Collin Creek East PID Bonds” means special assessment revenue bonds issued by the City in one or more series, pursuant to the PID Act, for payment of the Collin Creek East PID Public Improvement Project Costs.

“Collin Creek East PID Phase” means each phase of development of the Collin Creek East PID including the Public Improvements and the Private Improvements for such phase, as set forth in Exhibit J.

“Collin Creek East PID Private Improvements” means those horizontal improvements necessary to get to Final Lot Value, excluding the Public Improvements, described in the Plans and Specifications submitted to the City pursuant to the City’s zoning process, other than the Public Improvements, being constructed within Collin Creek East PID of the Collin Creek Development, which are described in Exhibit C.

“Collin Creek East PID Public Improvement Completion Date” means, for each PID Phase, a date that is no later than thirty-six (36) months after the later of (i) the issuance of Collin Creek East PID Bonds or (ii) the City’s approval of the Plans and Specification for the Collin Creek East PID Public Improvements associated with such PID Phase being funded by each series of Collin Creek East PID Bonds.

“Collin Creek East PID Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the Collin Creek East PID by the Developer to serve Collin Creek East PID and the Collin Creek East PID Tract, which will include improvements described in Exhibit A.

“Collin Creek East PID Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the first series of Collin Creek East PID Bonds, such date to be no later than ninety (90) days from the date the City approves a preliminary SAP containing an Engineer’s Opinion of Probably Cost estimates for the Collin County East PID Public Improvements, which date may be extended by written agreement of the Developer and the City Representative, such extensions not to exceed one year in the aggregate.

“Collin Creek East PID Public Improvement Project Costs” means the cost of the Public Improvements as authorized by the PID Act, to be constructed within Collin Creek East PID set forth in Exhibit A, as may be amended pursuant to this Agreement, as defined in the PID Act.

“Collin Creek East PID Tract” means that portion of the Property consisting of approximately 60.599 acres of land as described by metes and bounds and depicted on Exhibit A to the Development Agreement.

“Collin Creek West PID” means the Collin Creek West Public Improvement District to be created by the City by pursuant to the PID Act over the Collin Creek West PID Tract.

“Collin Creek West PID Bond Proceeds” means the proceeds of Collin Creek West PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the applicable Project Fund.

“Collin Creek West PID Bonds” means special assessment revenue bonds issued by the City in one or more series, pursuant to the PID Act for payment of the Collin Creek West PID Public Improvement Project Costs.

“Collin Creek West PID Phase” means each phase of development of the Collin Creek West PID including the Public Improvements and the Private Improvements for such phase, as depicted on Exhibit K.

“Collin Creek West PID Private Improvements” means those horizontal improvements necessary get to a Final Lot Value, excluding the Public Improvements, described in the Plans and Specifications, submitted to the City pursuant to the City’s zoning process, other than the Collin Creek West PID Public Improvements, being constructed within Collin Creek West PID of the Collin Creek Development, which shall include the items set forth in Exhibit D.

“Collin Creek West PID Public Improvement Completion Date” means, for each PID Phase, a date that is no later than thirty-six (36) months after the later of (i) the issuance of Collin Creek West PID Bonds or (ii) the City’s approval of the Plans and Specifications for the Collin Creek West PID Public Improvements associated with such PID Phase which are being funded by each series of Collin Creek West PID Bonds.

“Collin Creek West PID Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside Collin Creek West PID by the Developer to serve Collin Creek West PID and the Collin Creek West PID Tract, which will include improvements described in Exhibit B.

“Collin Creek West PID Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the first series of Collin Creek West PID Bonds, such date to be no later than ninety (90) days after City approves the preliminary SAP containing the Engineer’s Opinion of Probable Cost estimates for the Collin Creek West PID Public Improvements, which date may be extended by written agreement of the Developer and the City Representative, such extensions not to exceed one year in the aggregate.

“Collin Creek West PID Public Improvement Project Costs” means the cost of the Public Improvements as authorized by the PID Act, to be constructed within Collin Creek West PID set forth in Exhibit B, as may be amended pursuant to this Agreement, as defined in the PID Act

“Collin Creek West PID Tract” means that portion of the Property consisting of approximately 39.37 acres of land as described by metes and bounds and depicted on Exhibit B to the Development Agreement.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; and (ii) all necessary permits for the initiation of construction of the improvement, on the Property pursuant to the respective plans therefor having been issued by all applicable governmental authorities.

“Completion of Construction” shall mean that (i) the construction of the applicable Public Improvement benefitting the Property has been substantially completed pursuant to the City’s determination by a letter of acceptance; and (ii) the City has with respect to applicable Public Improvements, accepted ownership to the respective Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budgeted costs set forth in the applicable Service and Assessment Plan.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted costs set forth in the applicable Service and Assessment Plan.

“County Tax Increment” shall mean the percentage of the County’s ad valorem taxes collected with the Property pursuant to a participation agreement between the County and the City in accordance with the TIRZ Act.

“Culvert Improvements” means those drainage improvements to be developed and constructed or caused to be developed or constructed by the City pursuant to the engineering and design agreed to by the Developer and the City, within the Project, which improvements shall be as set forth in Exhibit F.

“Culvert Design Plans Reimbursement Agreement” means the Development Agreement between the City and the Developer approved by City Council on March 17, 2020, relating to the design of the Culvert Improvements.

“Design Standards” means those standards as agreed to by the City and the Developer in addition to the City Regulations, that are applicable to the Collin Creek Development.

“Developer” means Collin Creek Development, LLC, its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements, as set forth in the SAP(s).

“Drainage Revenue Bonds” means the City’s drainage system utility revenue bonds, issued for drainage purposes, including the Culvert Improvements, and payable from a lien on and pledge of the City’s drainage revenues, as specified in the ordinance issuing the Drainage Revenue Bonds.

“Drainage Revenue Bond Financing Date” means the date the City approves the sale of the Drainage Revenue Bonds, such date to be no later than ninety (90) days after the estimated costs, designs and plans of the Culvert Improvements have been approved by City staff, which date may be extended by written agreement of the Developer and the City Representative, such extensions not to exceed one year in the aggregate. Notwithstanding the forgoing, the issuance of the Drainage Revenue Bonds is a governmental function and is at the absolute discretion of the City Council.

“East Parking Garage” means the easternmost underground parking garage structure located on the Collin Creek East PID Tract as identified in Exhibit L.

“Effective Date” means the date set forth in the first paragraph of this Agreement.

“Estimated Build Out Value” means the estimated value of an assessed property with fully constructed buildings, as provided by the Developer and confirmed by the City by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with builders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

“Final Lot Values” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) pandemics and epidemics in which a governmental entity a stop work order with respect to residential and commercial construction within the Development; (g) governmental shutdowns, and (h) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (x) the occurrence of any manpower, material or equipment shortages beyond the reasonable control of the Developer.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“HOA” means the Home Owner Association established pursuant to the Development Agreement.

“HOA Maintenance Agreement” means the maintenance agreement between the City and the HOA with respect to the HOA’s maintenance of City owned improvements within a PID.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or Governmental Authority, which are or may be assessed, charged, levied, or imposed by any public or Governmental Authority on Developer, or any property or any business owned by Developer within City.

“Indenture(s)” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Land Acquisition Parcels” means the parcels of land that the City plans to purchase pursuant to Section 3.04 and as shown on Exhibit M attached here, consisting of (i) the rights-of-way for public streets within the Collin Creek East PID, (ii) the rights-of-way for public streets within the Collin Creek West PID, (iii) the land on which the East Parking Garage is to be constructed, and (iv) the land on which the West Parking Garage is to be constructed, (v) the land within the Collin Creek East PID to be used for public park purposes, and (vi) the land within the Collin Creek West PID to be used for public park purposes.

“Net Bond Proceeds” means the proceeds of the City’s Drainage Revenue Bonds issued pursuant to Section 5.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Parcel” shall have the meaning as set forth in the SAP.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a form of certificate requesting payment for Public Improvement cost expenditures, in the form set forth in the Development Agreement as may be modified by the applicable bond indenture.

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

“PID Phase” means a Collin Creek West PID Phase or a Collin Creek East PID Phase.

“PIDs” means the Collin Creek East PID and Collin Creek West PID.

“PID Bonds” the Collin Creek East PID Bonds and the Collin Creek West PID Bonds.

“PID Bond Proceeds” means the net proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“Plans and Specifications” means the engineering and architectural drawings and schematic designs for each respective Collin Creek East PID Phase and Collin Creek West PID Phase for the Private Improvements and the Public Improvements related to each respective Collin Creek East Phase and Collin Creek West Phase, together with change orders made thereto from time to time.

“POA” means the property owners association established pursuant to the Development Agreement.

“POA Maintenance Agreement” means the maintenance agreement between the City and the POA with respect to the POA’s maintenance of City owned improvements within a PID.

“Private Improvements” means the Collin Creek PID East Private Improvements and the Collin Creek West PID Private Improvements.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 99.9628 acres of real property located within the City described in Exhibits A and B to the Development Agreement and located within the TIRZ.

“Public Improvement Project Costs” means the Collin Creek East PID Public Improvement Project Costs and the Collin Creek West PID Public Improvement Project Costs.

“Public Improvements” means the Collin Creek East PID Public Improvements and the Collin Creek West PID Public Improvements funded from Assessments levied on property within Collin Creek East PID and Collin Creek West PID, as described in Exhibits A and B.

“Reimbursement Agreement(s)” means the agreement(s) if needed, between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer (with interest as set forth therein) for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s).

“Service and Assessment Plan(s)” or “SAP(s)” means the service and assessment plans drafted pursuant to the PID Act for Collin Creek East PID and Collin Creek West PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within each PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“TIRZ” means the Tax Increment Reinvestment Zone Number Four, City of Plano, Texas.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ Agreement” means an agreement for the use of TIRZ Revenues for the purposes set forth herein.

“TIRZ Fund(s)” means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means that certain project plan and finance plan for the TIRZ required by Chapter 311, Texas Tax Code, as amended that sets forth the projects to be undertaken in the TIRZ and financing and tax increment projections for the TIRZ.

“TIRZ Revenues” means the revenues collected within the TIRZ and dedicated to the Project pursuant to the TIRZ Project and Finance Plan.

“Vertical Improvements” means the improvements constructed after obtaining a Final Lot Value including without limitation construction of: buildings, structures, residential dwellings, offices, retail stores, restaurants, hotels, entertainment venues, parking facilities, and all related sitework and off-site improvements pursuant to building permits issued by the City and final approved plans and specifications for the Collin Creek Development.

“West Parking Garage” means the westernmost underground parking garage structure located on the Collin Creek East PID Tract as set forth in Exhibit L.

“Zoning” means that certain zoning case No. 2018-034 approved by the City on April 22, 2019, as such ordinance may be amended from time to time, governing development of the Project.

ARTICLE II

COLLIN CREEK DEVELOPMENT

Section 2.01. Scope of Agreement.

(a) This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within Collin Creek East PID and Collin Creek West PID, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within each PID, the financing of the Public Improvements and the West Parking Garage through the TIRZ and the City's issuance of Drainage Revenue Bonds for the financing of the Culvert Improvements.

(b) Except as provided herein, the Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Collin Creek Development, in accordance with the applicable approved Zoning and the City Regulations, which shall be a part of this Agreement as if fully set forth herein, and the Design Standards.

(c) As consideration for the levying of Assessments, Developer has requested and the Parties agree that the City's building material regulations in the Zoning Ordinance and Design Standards (as approved by the City), apply to the Property except as expressly altered herein, notwithstanding Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

(a) The Developer requested the creation of Collin Creek East PID and Collin Creek West PID that in total, encompass the Property, and submitted separate petitions to the City that contain lists of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or Actual Costs of such Public Improvements. The City created the Collin Creek East PID on January 13, 2020. The City intends to schedule two public hearings to consider (i) expansion of the boundaries of the Collin Creek East PID, and (ii) the creation of the Collin Creek West PID in accordance with the PID Act, such public hearings to occur within 90 days of receiving a petition acceptable to the City, subject to the discretion of the City Council. The Collin Creek West PID will be created and the Collin Creek East PID boundaries expanded, at the City Council's discretion, after such public hearing.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Agreement and in the Development Agreement, the City intends to authorize the issuance of (i) Collin Creek East PID Bonds up to an aggregate principal amount of not to exceed \$140,000,000 to construct, reimburse

or acquire the Public Improvements within Collin Creek East PID and (ii) Collin Creek West PID Bonds up to an aggregate principal amount of not to exceed \$32,000,000 to construct, reimburse or acquire the Public Improvements within Collin Creek West PID. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution.

(b) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(c) The issuance of PID Bonds shall be subject to the following conditions:

(i) The maximum aggregate par amount of the Collin Creek East PID Bonds shall not exceed \$140,000,000; the maximum aggregate par amount of Collin Creek West PID Bonds shall not exceed \$32,000,000.

(ii) The maximum overlapping tax rate equivalent within the Collin Creek East PID when including all taxing entities, (not including any supplemental assessment which may be levied for maintenance and operation of the East Parking Garage, the West Parking Garage, the HOA Maintained Improvements, or the POA Maintained Improvements) shall be no greater than \$3.09 (based on the tax rates in effect for all taxing jurisdictions at the time of the applicable PID Bond issuance) for all Parcels, on a Parcel by Parcel basis, based on the estimated Build Out Value at the time of issuance of each series of PID Bonds; such tax rate equivalent shall be supported by an Appraisal.

(iii) For the Collin Creek East PID, a Minimum value to lien ratio of at least 3:1 for each series of PID Bonds for all Parcels overall and at least 2.5:1 on a Parcel by Parcel basis; based on the Appraisal at the time of the levy of PID Assessments.

(iv) The maximum overlapping tax rate equivalent within the Collin Creek West PID when including all taxing entities, (not including any supplemental assessment which may be levied for maintenance and operation of the East Parking Garage, the West Parking Garage, the HOA Maintained Improvements, or the POA Maintained Improvements) shall be no greater than \$3.09 (based on the tax rates in effect for all taxing jurisdictions at the time of the applicable PID Bond issuance) for all Parcels, on a Parcel by Parcel basis, based on the Estimated Build Out Value (as provided by the developer) at the time of the levy of PID Assessments.

(v) For the Collin Creek West PID, a Minimum value to lien ratio of at least 3:1 for each series of PID Bonds on a Parcel by Parcel basis; such values shall be confirmed by an Appraisal at the time of the levy of PID Assessments.

(vi) 100% of the property owners that own all property at the time of the levy of Assessments that is subject to an Assessment within the PID for which the PID Bonds are being issued shall consent to the levy of Assessments on their respective properties and

shall agree to the recording of Assessment related documents and notices, as determined by the City, in the property records of Collin County.

(vii) With respect to the issuance of the Collin Creek East PID Bonds, (i) the interlocal agreement between the City and the North Central Texas Council of Governments relating to the COG Financing must have been approved by the City and the North Central Texas Council of Governments, and (ii) the STIP modification for the Collin Creek Development must have been approved by the Texas Department of Transportation and the Federal Highway Administration prior to the posting of an official statement to the market for the Collin Creek East PID Bonds (or prior to the sale, if sold in a private placement).

(viii) With respect to the issuance of the Collin Creek East PID Bonds, the Developer shall have submitted evidence of a closed loan(s) from a bank or a financial institution in an amount necessary to fund the East Parking Garage (net of (i) the expected proceeds from the Collin Creek East PID Bonds in the amount of the purchase price for the Land Acquisition Parcels within the Collin Creek East PID, (ii) the sale price of the Land Acquisition parcels purchased by the City from existing bond proceeds (not to exceed \$10 million) and (ii) the COG Financing) prior to the posting of an official statement to the market for the Collin Creek East PID Bonds (or prior to the sale, if sold in a private placement). Any loan agreement for such East Parking Garage shall have no conditions to funding other than those customarily included in similar financings and such loan must meet the approval of the City's financial advisor and the Underwriter of the PID Bonds.

(ix) The Developer shall not be in default under the Development Agreement or this Agreement.

(x) The Developer shall have submitted the Plans and Specifications or a site plan, as required by City Regulations, for the Private Improvements for the applicable PID Phase for which PID Bonds are being issued.

(xi) The Developer shall have submitted evidence of a closed loan(s) from a bank or a financial institution in an amount necessary to fund the Private Improvements for the applicable PID Phase for which PID Bonds are being sold. Any loan agreement for such Private Improvements shall have no conditions to funding other than those customarily included in similar financings and such loan must meet the approval of the City's financial advisor and the Underwriter of the PID Bonds.

(xii) The requirements of Section 5.03(j) have been satisfied.

(xiii) The requirements of Section 5.03(k) have been satisfied.

Section 3.03. Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account under the applicable Indenture the amount of the Developer Cash Contribution, if necessary. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to

acquire the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the PID Bonds Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the applicable SAP, if any.

Section 3.04. Land Acquisition.

(a) The City and Developer shall obtain an appraisal of the value of all Land Acquisition Parcels by an MAI accredited appraiser. The Developer shall provide all information and documentation necessary for the appraiser to render the appraisal of the Land Acquisition Parcels and the City shall approve all assumptions used in the appraisal.

(b) The sale of each of the Land Acquisition Parcels shall occur upon closing of the Collin Creek East PID Bonds or upon approval of the preliminary plat that includes the specific parcel of land to be purchased, whichever comes later, and shall be effected pursuant to a warranty deed transfer of the Land Acquisition Parcels. If, after the transfer of the rights of way to the City, there is a change in the roadway design that necessitates additional rights of way, such rights of way shall be transferred to the City by the Developer at no cost. If such change in roadway design requires an exchange of land between the Developer and the City in an acreage amount equal to the amount of right of way purchased by the City with the Collin Creek East PID Bonds, such exchange shall be made at no cost to the Developer and the City.

(c) The Land Acquisition Parcels consisting of (i) the rights of way within the Collin Creek East PID, (ii) the land on which the East Parking Garage and West Parking Garage are to be constructed and the (iii) parcels to be owed by the City as park or open space within the Collin Creek East PID, all as set forth on Exhibit M, shall be paid for by the City from the proceeds of Collin Creek East PID Bonds.

(d) The Land Acquisition Parcels consisting of (i) rights of way within the Collin Creek West PID and (ii) the land to be owned by the City as park or open space within the Collin Creek West PID, all as set forth on Exhibit M, shall be paid for by the City from existing proceeds of general obligation bonds as set forth in Section 5.01.

Section 3.05. Transfer of Property. If a transfer of property within the Collin Creek East PID or Collin Creek West PID occurs, the following provisions shall apply:

(a) *Transfer to a Merchant Homebuilder after the Levy of Assessments.* Upon transfer of property within the Collin Creek East PID or Collin Creek West PID by the Developer or its Affiliates after the levy of Assessments to a merchant homebuilder with which the Developer or its Affiliates have entered into a contract for the sale of residential property within the PID, the Developer or its Affiliates shall require that such merchant homebuilder agree to participate in the Home or Property Buyer Disclosure Program as set forth in Exhibit F to the Development Agreement and shall agree to provide notice meeting the requirements set forth in Exhibit G to an End Buyer of residential property within the PID as required by Texas Property Code, Section 5.014, as amended.

(b) *Transfer to Any Party Prior to Levy of Assessments.* Upon transfer of any property within the PID by the Developer or its Affiliates prior to the levy of Assessments of the property subject to such transfer, the Developer shall require, in its contract of sale:

(i) an agreement to participate in the Home or Property Buyer Disclosure Program as set forth in Exhibit F to the Development Agreement and the provision of notice to an End Buyer (as defined in the Development Agreement) of residential property within the PID as required by Texas Property Code, Section 5.014, as amended.

(ii) if such sale is to a merchant homebuilder, the filing of:

A. the ordinance levying assessments on property within the applicable the Collin Creek East PID or Collin Creek West PID, as applicable;

B. the resolution creating the Collin Creek East PID or Collin Creek West PID, as applicable;

C. the Landowner Consent as set forth in Exhibit E to the Development Agreement; and

D. any additional notice of assessment as drafted by the City, in the property records of the property being transferred,

(iii) execution of a consent to the levy of Assessments on such property being transferred in the form prepared by the City.

(c) *Proof of Purchase.* The Developer shall provide proof of purchase with respect to all land transfers within the Collin Creek East PID and Collin Creek West PID between the time of creation of the Collin Creek East PID and Collin Creek West PID and the time of levy of Assessments for each series of PID Bonds in the Collin Creek East PID or Collin Creek West PID.

ARTICLE IV

TIRZ

Section 4.01. Tax Increment Reinvestment Zone.

(a) The City intends to create the TIRZ in accordance with the TIRZ Act. The Property shall be within the boundaries of the TIRZ.

(b) The City shall receive TIRZ Revenues from the Property and shall deposit the City Tax Increment for the time period set forth in subsection (e) below (less the City's administrative costs) to a dedicated account (the "Collin Creek City Account") of a tax increment fund to be established by the City. The City Tax Increment on deposit in the Collin Creek City Account shall be used for the following purposes and in the following order or priority:

(i) to provide an economic development grant pursuant to the TIRZ Act for the repayment of the loan portion of the COG Financing, if any.

(ii) for the payment of debt service on City or LGC issued obligations issued to fund the construction of the West Garage in the not to exceed construction amount of \$24,000,000.

(c) The County Tax Increment collected from property within the Collin Creek East PID shall be deposited to the “Collin Creek East County Account” of a tax increment fund to be established by the City. The County Tax Increment on deposit in the Collin Creek East County Account shall be used for the following purpose:

To pay or reimburse Collin Creek East Public Improvement Project Costs (excluding any costs relating to the East Parking Garage or West Parking Garage) as set forth in the TIRZ Project and Finance Plan which shall consist drainage and of road improvement costs.

(d) The County Tax Increment collected from property within the Collin Creek West PID shall be deposited to the “Collin Creek West County Account” of a tax increment fund to be established by the City. Funds in the Collin Creek West County Account shall be used for the following purpose:

To pay or reimburse Collin Creek West Public Improvement Project Costs (excluding any costs relating to the East Parking Garage or West Parking Garage) as set forth in the TIRZ Project and Finance Plan.

(e) The City Tax Increment shall be deposited to the Collin Creek City Account in the amount and for the time period set forth in the TIRZ Ordinance and TIRZ Project and Financing Plan.

(f) The County Tax Increment shall be deposited to the Collin Creek County East County PID Account and the Collin Creek West County Account, respectively, in the amount and for the time period set forth in the TIRZ Ordinance, the TIRZ Project and Finance Plan, and the County’s participation agreement, such amount not to exceed \$27,055,817.

Section 4.02. TIRZ Fund.

(a) In accordance with the TIRZ Project and Finance Plan, the City Tax Increment and the County Tax Increment as set forth above shall be deposited annually beginning with the first TIRZ Revenue generated after the creation of the TIRZ, in accordance with the TIRZ Project and Finance Plan.

(b) TIRZ Revenues on deposit in the Collin Creek City Account, Collin Creek East County Account or Collin Creek West County Account of the TIRZ Fund after the expiration of the terms set forth above, if any, shall be returned to the TIRZ Fund and used for any lawful purpose under the TIRZ Act or otherwise distributed pursuant to the TIRZ Project and Finance Plan.

ARTICLE V

ADDITIONAL FUNDING AND IMPROVEMENTS

Section 5.01. Right of Way Acquisition.

(a) The City has issued several series of general obligation bonds from voted authority in Proposition 4 of the bond election held on May 11, 2013 and shall purchase Land Acquisition Parcels within the Collin Creek West PID and the Collin Creek East PID, as applicable, from the proceeds of such bonds in an amount not to exceed by \$10,000,000, pursuant to the conditions set forth in Section 5.01 of the Development Agreement.

Section 5.02. Culvert Improvements – Drainage Revenue Bonds.

(a) The City and the Developer have identified certain Culvert Improvements within the Property as set forth in Exhibit F. The City intends to issue Drainage Revenue Bonds to fund the construction of the Culvert Improvements by the Drainage Revenue Bond Financing Date in a Net Bond Proceeds amount not to exceed the amount necessary to fund the costs of the Culvert Improvements plus costs of issuance

(b) The Culvert Improvements shall be constructed by the City, in consultation with the Developer's engineer, pursuant to Plans and Specifications developed pursuant to City standards and City Regulations and sufficient to serve the Property.

(c) The Culvert Improvements shall be constructed by the City in accordance with the City Regulations in accordance with Applicable Law and the Culvert Design Plans Reimbursement Agreement. The Developer shall be reimbursed for certain costs of the design of the Culvert Improvements as set forth in the Culvert Design Plans Reimbursement Agreement.

(d) The City agrees to include a performance bond for the Culvert Improvements as a requirement in the competitive bidding package.

Section 5.03. Parking Facilities.

(a) Pursuant to the process set forth in Chapter 431, Texas Transportation Code and 394, Texas Local Government Code, the City intends to consider the creation of a Local Government Corporation ("LGC") pursuant to Chapter 431, Texas Transportation Code for the purpose of owning and operating the East Parking Garage and the West Parking Garage.

(b) The costs of the East Parking Garage shall be paid from the following:

(i) The proceeds of the COG Financing as set forth therein; and

(ii) Developer private financing, which may include proceeds received by the Developer from the sale relating to the Land Acquisition Parcels in the Collin Creek East PID and Collin Creek West PID paid by the City from proceeds of Collin Creek East PID Bonds and/or from the proceeds of general obligation bonds as set forth in Section 5.01.

(c) The costs of the West Parking Garage shall be paid by the City from the issuance of debt obligations, the debt service on which to be paid from the City Tax Increment.

(i) The City shall not expend more than \$24,000,000 for the construction of the West Parking Garage. Any costs above \$24,000,000 shall be paid by the Developer.

(d) The East Parking Garage (subject to the reservation of approximately 500 private parking spaces for private use that shall not be paid for nor owned by the City or an LGC) and the West Parking Garage shall be public parking garages owned by the City or a Local Government Corporation created by the City.

(e) Maintenance costs relating to the East Parking Garage shall be paid from one or more of the following sources as agreed upon by the City and the Developer (with respect to property it owns): (i) supplemental annual maintenance assessments levied within the Collin Creek East PID (including on retail space) (ii) from a portion of the Property Owners Association dues collected for garage maintenance, and/or (iii) maintenance fees paid by the multifamily condominium units for parking for the approximately 500 privately owned parking spaces pursuant to a condominium agreement. The City or the LGC may hire a third-party parking garage operator to operate the garage. For the avoidance of doubt, the City shall not be required to pay the costs to maintain and operate the East Parking Garage from any other source of revenue other than as set forth herein.

(f) Maintenance costs relating to the West Parking Garage shall be paid from one or more of the following sources as agreed upon by the City and the Developer (with respect to property it owns): (i) supplemental annual maintenance assessments levied within the Collin Creek East PID (including on retail space), and/or (ii) from a portion of the Property Owners Association dues collected for garage maintenance. The City or the LGC may hire a third-party parking garage operator to operate the garage. The City shall not be required to pay the costs to maintain and operate the West Parking Garage from any other source of revenue other than as set forth herein.

(g) The Developer agrees to a condominium regime with respect to the uses to be constructed on top of the East Parking Garage. In the condominium regime, the East Parking Garage public and private parking spaces and the uses to be constructed on top of the East Parking Garage will be structured as separate condominium units. The City must approve the condominium documents and regime prior to filing or platting. The Developer shall obtain an appraisal of the value of the condominium units. The Developer shall be responsible for the prepayment of any Assessments levied on the condominium unit owned by the City as set forth in the applicable Service and Assessment Plan, if any, prior to the issuance of the Collin Creek East PID Bonds. The City shall not be required to pay any Assessments relating to the East Parking Garage.

(h) The Developer agrees to comply with all requirements for the COG Financing as required by the State and/or the North Central Texas Council of Governments.

(i) The City intends to issue a series of Collin Creek East PID Bonds for which an assessment would be levied on uses which are to be constructed on top of the East Parking Garage. The Developer shall have submitted evidence of a closed loan(s) from a bank or a financial

institution in an amount necessary to fund the East Parking Garage (net of (i) the expected proceeds from the Collin Creek East PID Bonds that represent the purchase price for the Land Acquisition Parcels within the Collin Creek East PID, (ii) the sale price of the Land Acquisition Parcels purchased by the City from existing bond proceeds (not to exceed \$10 million) and (iii) the COG Financing) prior to the posting of an official statement to the market for the Collin Creek East PID Bonds (or prior to the sale, if sold in a private placement). Any loan agreement for such East Parking Garage shall have no conditions to funding other than those customarily included in similar financings and such loan must meet the approval of the City's financial advisor and the Underwriter of the PID Bonds.

(j) The Developer shall obtain a loan with a lender, (the "Assessment Loan") in a form acceptable to the City, the City's Underwriter and financial advisor, and in compliance with Applicable Law, in amount that is equal to the total amount of the annual installments of the Assessments levied on the condominium units for a period of seven years from the date of initial collection of the annual installments of the Assessments. The Assessment Loan must have a term of no less than seven years from the date of initial collection of the annual installments of the Assessments. If, in any year, the Developer does not timely pay (by January 31 of each year) the sum of the Assessments due on the condo units, the City shall request payment from the Developer's lender and pursuant to the Assessment Loan documents, the lender shall either (i) allow for a draw on the loan by the Developer for the sole purpose of paying the annual installment of the Assessments then due, plus all penalties and interest due within 10 business days of the transfer of funds by the lender, or (ii) pay such annual installments of the Assessments directly to the County Tax Assessor, collector, plus all interest and penalties due, on behalf of the Developer. For each year that the Developer timely pays the Assessments, the Assessment Loan documents may provide that the Assessment Loan amount may be decreased by such amount timely paid. If any portion of the condo unit assessed is sold to a non-affiliated third party, the Assessment Loan documents may provide that the Assessment Loan amount may be decreased by the total amount of the Assessment (including principal, interest and collection costs) levied on the portion of the condo unit sold. The Assessment Loan documents must provide that in the event of a default by the Developer pursuant to the Assessment Loan documents, funds for the payment of the Assessments must be guaranteed to the City irrespective of the default by the Developer, and the City must be a beneficiary of such Assessment Loan documents. The Assessment Loan must be closed in in effect and enforceable before the City sells any PID Bonds for the Collin Creek East PID.

(k) The COG Financing for the public parking spaces in the East Parking Garage is reimbursement financing only. As such, the Developer shall provide to the City, in a form and format acceptable to the City, its financial advisor and the Underwriter, a bank account (the "Account") and accompanying withdrawal agreement, upon which the City may draw cash to fund the construction of the East Parking Garage. The amount on deposit in the Account shall be no less than \$6,000,000 and such Account must be fully funded prior to the issuance of PID Bonds for the Collin Creek East PID. Amounts withdrawn from such Account shall be used to pay construction costs relating the East Parking Garage that are reimbursable from the COG Financing. The Account shall be reimbursed for such withdrawals solely from reimbursement payments made to the City or the Developer pursuant to the COG Financing. Upon completion of the East Parking Garage, the Account shall be closed.

(l) The City and the Developer may enter into a Construction, Funding and Acquisition Agreement that sets forth in detail the construction of the East Parking Garage (the “East Parking Garage CFA”), if necessary, including the reimbursement of costs from the COG Financing, the levy of assessments on the condominium units and the prepayment of Annual Installments, as well as any other detailed requirements or instructions regarding the payment of funds and bondholder requirements, if any for the East PID Bonds.

(m) The City and/or the LGC, the Developer and a general contractor shall enter into a construction agreement for the construction of the East Parking Garage (the “East Parking Garage Construction Agreement”). The City will require performance bond with respect to the construction of the East Parking Garage and the bondholders may require the Developer to enter into a completion agreement regarding the construction of the East Parking Garage.

ARTICLE VI

MISCELLANEOUS PROVISIONS RELATING TO THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 6.01. Public Improvements and Additional Public Improvements Constructed on Property Owned by Local Government Corporation.

If the Public Improvements or any additional public improvements (if constructed by the Developer) is on land owned by a local government corporation, if any, any easement or license required for the construction and maintenance of the Public Improvements or any additional public improvements shall be in a form as required by the City; provided however, any easement or license required by the Developer shall be timely approved by the City and such approval shall not be unreasonably withheld.

ARTICLE VII

PAYMENT OF PUBLIC IMPROVEMENTS

Section 7.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from (i) the proceeds of the PID Bonds, (ii) Assessments collected pursuant to a Reimbursement Agreement (iii) TIRZ Revenues from the City Tax Increment (with respect to the West Parking Garage and repayment of the COG Financing only), (iv) TIRZ Revenues from the County Tax Increment pursuant to the County’s participation agreement, and (v) COG Financing.

(b) The City shall pay or reimburse the Public Improvement Project Costs as set forth in Exhibits A and B and the applicable SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement. Costs of the Culvert Improvements shall be paid by the City in an amount as set forth herein subject to the limitations herein and in the Development Agreement. A portion of the costs of the Land Acquisition Parcel shall be paid from general obligation bond proceeds as set forth in Section 5.01 and subject to the limitations therein and in the Development Agreement.

(c) Payment of Public Improvement Project Costs shall be made pursuant to a completed Payment Certificate. The City may make payments pursuant to a Payment Certificate before Completion of Construction of a Public Improvement, provided that the Public Improvement(s) to which the Payment Certificate applies is being constructed in conformance with the City Regulations, as determined by the City, which determination shall not be unreasonably withheld. The City shall not accept ownership to a Public Improvement until Completion of Construction of the entire Public Improvement. The City will not accept ownership to Public Improvements in segments or portions.

(d) With respect to each Payment Certificate, the Developer or any payee pursuant thereto may only receive progress payments from PID Bond Proceeds the same percentage of the Public Improvement Project Costs as the percentage of completion of the Public Improvement to which such Payment Certificate relates, as determined by the City. For example:

Project	Payment Certificate Request	Percent Complete of Improvement	Amount Disbursed
Road Improvements	\$300,000	45%	\$135,000
Water Improvements	\$300,000	20%	\$60,000
Drainage Improvements	<u>\$400,000</u>	35%	<u>\$140,000</u>
	\$1,000,000		\$335,000

(e) The City shall retain 10% of the proceeds allocated to each improvement category until all Public Improvements as set forth in the applicable SAP have reached Completion of Construction.

Section 7.02. Cost Overruns; Remaining Funds after Completion of a Public Improvement.

(a) The Developer is responsible for the payment of all Cost Overruns of the Public Improvements, subject to subsection (c) below.

(b) If, upon the Completion of Construction of all Public Improvements dedicated to the City in an improvement category and payment or reimbursement for such Public Improvements, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative and provided that all Public Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in the Service and Assessment Plan will require an amendment to the SAP.

(c) Prior to completion of all of the Public Improvements within an improvement category as listed in the applicable SAP, only 10 percent (10%) of the funds available from such improvement category may be used to pay for Cost Overruns in another improvement category, as approved by the City. Upon completion of the Public Improvements, if there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for qualifying costs of the Public Improvements that have not been previously paid, as approved by the City. Such adjustments of improvement category costs due to Cost Underruns and Cost

Overruns shall be made and disbursed on an annual basis when the City approves its annual update to the SAP.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Section 8.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or, to the knowledge of the City, of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 8.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Delaware limited liability company validly existing under the laws of the State of Delaware and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal,

valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. Except as provided herein, no consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a court of competent jurisdiction, or a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

ARTICLE IX

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 9.01. Fountain Improvements.

(a) For any fountains within the Collin Creek East PID or Collin Creek West PID that are financed through Assessments and/or the issuance of PID Bonds and owned by the City, the HOA and/or POA, as applicable, the parties will enter into a POA Maintenance Agreement or HOA Maintenance Agreement for such fountains and shall be responsible for their care and maintenance pursuant to an applicable HOA/POA Maintenance Agreement. Under the terms of such HOA/POA Maintenance Agreement, if such fountains are not maintained, such fountains shall be closed and the HOA or POA, as applicable, shall be responsible for all removal costs. The HOA/POA Maintenance Agreement shall provide for an escrow fund containing a minimum of

\$50,000, to be held by the City or a title company to fund removal of such fountains in the event of closure under the terms of the applicable HOA/POA Maintenance Agreement. Alternately, the HOA may hold \$50,000 in a restricted fund dedicated solely to removal of such fountains which funds may not be used by the HOA for any other purpose; such HOA documents created such fund to be subject to review by the City and the City's specific approval of the documents with respect to the restriction of such is required.

(b) Any HOA/POA Maintained Improvements (as defined in the Development Agreement) owned by the City consisting of trails or walkways, shall be open and accessible to the public.

ARTICLE X

TERMINATION EVENTS

Section 10.01. Developer Termination Events.

The Developer may terminate this Agreement if the City (i) does not sell Collin Creek East PID Bonds and Collin Creek West PID Bonds by the Collin Creek East PID Public Improvement Financing Date and Collin Creek West PID Public Improvement Financing Date, as applicable, (ii) does not sell Drainage Revenue Bonds by the Drainage Revenue Bond Financing Date, (iii) in the event the City determines not to issue PID Bonds, and does not levy Assessments and enter into Reimbursement Agreement(s) pursuant to Section 9.04 of the Development Agreement by the Collin Creek East Public Improvement Financing Date or Collin Creek West Public Improvement Financing Date, as applicable, or (iv) upon the occurrence of an Event of Default or a termination event pursuant to the Development Agreement or this Agreement.

Section 10.02. City Termination Events.

(a) The City may terminate this Agreement if the City determines both (i) not to issue a series of PID Bonds to fund the construction of the Public Improvements, and (ii) not to levy Assessments and enter into a Reimbursement Agreement pursuant to 9.04 of the Development Agreement.

(b) The City may terminate this Agreement and any Reimbursement Agreement, upon an Event of Default by the Developer pursuant to the Development Agreement or an Event of Default pursuant to Article XII herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Collin Creek Development has not occurred within three (3) years of the Effective Date of this Agreement.

(d) The City may terminate this Agreement if the Developer does not contribute the Developer Cash Contribution at closing of the applicable series of PID Bonds.

Section 10.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to reimbursement from available Assessments.

Section 10.04. City Actions Upon Termination.

In the event of termination of this Agreement, the City may (i) use any remaining PID Bond Proceeds to redeem PID Bonds pursuant to the provisions of the Indenture or (ii) construct or cause to construct the remaining Public Improvements, payable from PID Bond Proceeds. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this Agreement except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XI

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of thirty (30) years from the Effective Date, (ii) the date on which the City and the Developer discharge all of their obligations hereunder, including (a) the Public Improvements have been completed and the City has accepted all of the Public Improvements, (b) all PID Bond Proceeds have been expended for the construction of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements, (iii) an Event of Default under Article XIV of the Development Agreement or Article XII herein, or (iv) the occurrence of a termination event under Article XII of the Development Agreement or Article X herein.

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.01. Developer Default.

Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the

Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have twenty (20) days upon receipt of notice from the insurer from the lapse of such insurance or bonds to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID or the TIRZ, if such failure is not cured within thirty (30) days after written notice by the City; or

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

(h) The occurrence of an Event of Default pursuant to the Development Agreement.

Section 12.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 12.01(f) above). Except with respect to cure periods set forth in 12.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or fifteen (15) days in the case of a monetary default), with completion of performance within sixty (60) days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length

of the Force Majeure event is reasonably expected to last not later than ten (10) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 12.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 12.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) days after the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) days after written notice thereof is given by the Developer to the City.

Section 12.05. Developer's Remedies.

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal or equitable remedy or remedies including specific performance (for those actions of the City that are not governmental in nature or otherwise specified to be at the discretion of the City, including the City's zoning and land use legislative authority), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

Section 12.06. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include punitive, consequential damages or exemplary damages; and

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are entitled to specific performance; provided that the City is not entitled to specific performance for actions that are governmental in nature or where the City's discretion is provided for, including the issuance of debt, the entering into of future contracts, and the City's land use and zoning regulatory legislative discretion.

Section 12.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 12.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent

or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	Attn: Mark D. Israelson City Manager 1520 K Avenue Plano, TX 75074
With a copy to:	Attn: City Attorney City of Plano 1520 K Avenue Plano, TX 75074
To the Developer:	Attn: Mehrdad Moayed Collin Creek Development, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234
	Attn: General Counsel Collin Creek Development, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, TX 75234

Section 13.02. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property,

including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Representative, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Representative. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to execute any consent or make any representations as a result of such assignment.

(b) Subject to subsection (d) below, the Developer may assign any receivables or revenues due pursuant to this Agreement, any TIRZ Project and Finance Plan or TIRZ reimbursement agreement or a Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and the City shall not be required to execute any consent or make any representations as a result of such assignment.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to execute any consent or make any representations as a result of such assignment

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

Section 13.03. No Consent to Third Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement, the Development Agreement, any TIRZ Project and Finance Plan or TIRZ reimbursement agreement or any Reimbursement Agreement.

Section 13.04. Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 13.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 13.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 13.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 13.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party

may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 13.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 13.10. Notice of Assignment. Subject to Section 13.02 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement; provided, however, that notice shall not be required for transfer to a homebuilder subsequent to the levy of Assessments. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 13.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 13.12. Estoppel Certificates.

From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the estoppel certificate shall be made by the City.

Section 13.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 13.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City, no officers or non-elected officials of the City, and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 13.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 13.16. Survival of Covenants.

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

Section 13.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 13.18. Conditions Precedent.

To the extent applicable, this Agreement is expressly subject to, and the obligations of the Parties are conditioned upon (i) the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement as set forth herein, (ii) creation of the TIRZ and dedication of TIRZ Revenues as set forth herein, and (iii) the issuance of the Drainage Revenue Bonds as set forth herein.

Section 13.19. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 13.20. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 13.21. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

Section 13.22. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 13.23. Extension of Time.

The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates, and all other deadlines contained within the Agreement for an additional period of one year.

Section 13.24. Conflict

In the event of any conflict between this Agreement and any Indenture authorizing any PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control. In the event of any conflict between this Agreement and the Development Agreement, this Agreement shall control.

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CITY OF PLANO

By: _____
Name: Mark D. Israelson
Title: City Manager

ATTEST:

Lisa C. Henderson
City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

Developer:

Collin Creek Development, LLC,
a Delaware limited liability company

By: MM CCM Investment, LLC,
a Texas limited liability company
Its Manager

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM CCM Investment, LLC, as Manager of Collin Creek Development, LLC, a Delaware limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT A

COLLIN CREEK EAST PUBLIC IMPROVEMENTS PROJECT COSTS

Exhibit A

Collin Creek East Public Improvement Costs

	EAST PID PHASE 1		
(Incl Insp Fees As Applicable)	Totals	Public	Private
Demo and Earthwork	\$1,836,050	\$1,386,185	\$449,865
Water	\$706,310	\$706,310	\$0
Sanitary Sewer	\$1,228,531	\$528,263	\$700,268
Storm Drainage	\$1,070,040	\$1,070,040	\$0
Paving	\$3,374,781	\$3,374,781	\$0
Other	\$5,023,533	\$4,193,533	\$830,000
Totals	\$13,239,245	\$11,259,112	\$1,980,133

EAST PID TOTALS

(Incl Insp Fees As Applicable)	Totals	Public	Private
Demo and Earthwork	\$2,096,799	\$1,625,731	\$471,067
Water	\$797,853	\$797,853	\$0
Sanitary Sewer	\$1,425,358	\$575,090	\$850,268
Storm Drainage	\$1,342,905	\$1,342,905	\$0
Paving	\$4,654,787	\$4,654,787	\$0
Other	\$5,622,042	\$4,677,042	\$945,000
Sutotals	\$15,939,744	\$13,673,409	\$2,266,335
Park Improvement Costs	\$5,979,314	\$3,369,314	\$2,610,000
Subtotal	\$21,919,058	\$17,042,723	\$4,876,335
ROW Land Acquisitions	\$10,525,838.00	\$10,525,838.00	\$0.00
Park Land Acquisitions	\$3,159,843.00	\$3,159,843.00	\$0.00
Subtotal	\$13,685,681.00	\$13,685,681.00	\$0.00

Parking Garage #1	\$53,800,642	\$34,446,271	\$19,354,371
Parking Garage #2	\$24,000,000	\$0	\$24,000,000
Parking Garage #1 Land Acquisition	\$7,905,269	\$7,905,269	\$0
Parking Garage #2 Land Acquisition	\$0	\$0	\$0
Subtotal	\$85,705,911	\$42,351,540	\$43,354,371

	EAST PID PHASE 2		
(Incl Insp Fees As Applicable)	Totals	Public	Private
Demo and Earthwork	\$260,749	\$239,546	\$21,203
Water	\$91,543	\$91,543	\$0
Sanitary Sewer	\$196,828	\$46,828	\$150,000
Storm Drainage	\$272,865	\$272,865	\$0
Paving	\$1,280,006	\$1,280,006	\$0
Other	\$598,509	\$483,509	\$115,000
Totals	\$2,700,499	\$2,414,296	\$286,203

EXHIBIT B

COLLIN CREEK WEST PUBLIC IMPROVEMENTS PROJECT COSTS

Exhibit B

Collin Creek West Public Improvement Costs

	WEST PID PHASE 1		
(Incl Insp Fees As Applicable)	Totals	Public	Private
Demo and Earthwork	\$948,682	\$761,018	\$187,664
Water	\$851,974	\$851,974	\$0
Sanitary Sewer	\$820,556	\$820,556	\$0
Storm Drainage	\$557,762	\$557,762	\$0
Paving	\$2,630,268	\$2,091,017	\$539,251
Other	\$6,778,519	\$3,633,946	\$3,144,573
Totals	\$12,587,762	\$8,716,273	\$3,871,488

ROW Land Acquisitions	\$6,256,958	\$6,256,958	\$0
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TOTAL WEST PID PH. 1	\$18,844,720	\$14,973,231	\$3,871,488
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WEST PID TOTALS

(Incl Insp Fees As Applicable)	Totals	Public	Private
Demo and Earthwork	\$1,751,808	\$1,403,877	\$347,930
Water	\$1,498,444	\$1,498,444	\$0
Sanitary Sewer	\$1,595,334	\$1,595,334	\$0
Storm Drainage	\$995,795	\$995,795	\$0
Paving	\$4,415,026	\$3,366,312	\$1,048,714
Other	\$8,773,328	\$5,125,669	\$3,647,659
Subtotals	\$19,029,734	\$13,985,431	\$5,044,303
ROW Land Acquisitions	\$9,897,703	\$9,897,703	0
WEST PID TOTALS	\$28,927,437	\$23,883,134	\$5,044,303

	WEST PID PHASE 2		
(Incl Insp Fees As Applicable)	Totals	Public	Private
Demo and Earthwork	\$803,126	\$642,860	\$160,266
Water	\$646,470	\$646,470	\$0
Sanitary Sewer	\$774,778	\$774,778	\$0
Storm Drainage	\$438,032	\$438,032	\$0
Paving	\$1,784,758	\$1,275,295	\$509,463
Other	\$1,994,809	\$1,491,723	\$503,086
Totals	\$6,441,973	\$5,269,158	\$1,172,815

ROW Land Acquisitions	\$3,640,745	\$3,640,745	\$0
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TOTAL WEST PID PH. 2	\$10,082,718	\$8,909,903	\$1,172,815
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EXHIBIT C

COLLIN CREEK EAST PID PRIVATE IMPROVEMENTS

Exhibit C

EXHIBIT D

COLLIN CREEK WEST PID PRIVATE IMPROVEMENTS

Exhibit D

EXHIBIT E
DESIGN STANDARDS

Exhibit E

EXHIBIT F
CULVERT IMPROVEMENTS

Exhibit F

**COLLIN CREEK DEVELOPMENT
EXHIBIT F - CULVERT IMPROVEMENTS
9-14-2020**

**BLUE = EXTENTS OF UNDERGROUND
SPRING CREEK CULVERT**

A - CROSS SECTION

WEST PID PHASE 1 WEST PID PHASE 2

—BLACK LINES = EAST / WEST PID BOUNDARY

EXHIBIT G

[RESERVED]

Exhibit G

EXHIBIT H
[RESERVED]

Exhibit H

EXHIBIT I
[RESERVED]

Exhibit I

EXHIBIT J
COLLIN CREEK EAST PID PHASES

Exhibit J

COLLIN CREEK DEVELOPMENT
EXHIBIT J - EAST PID PHASE
9-14-2020

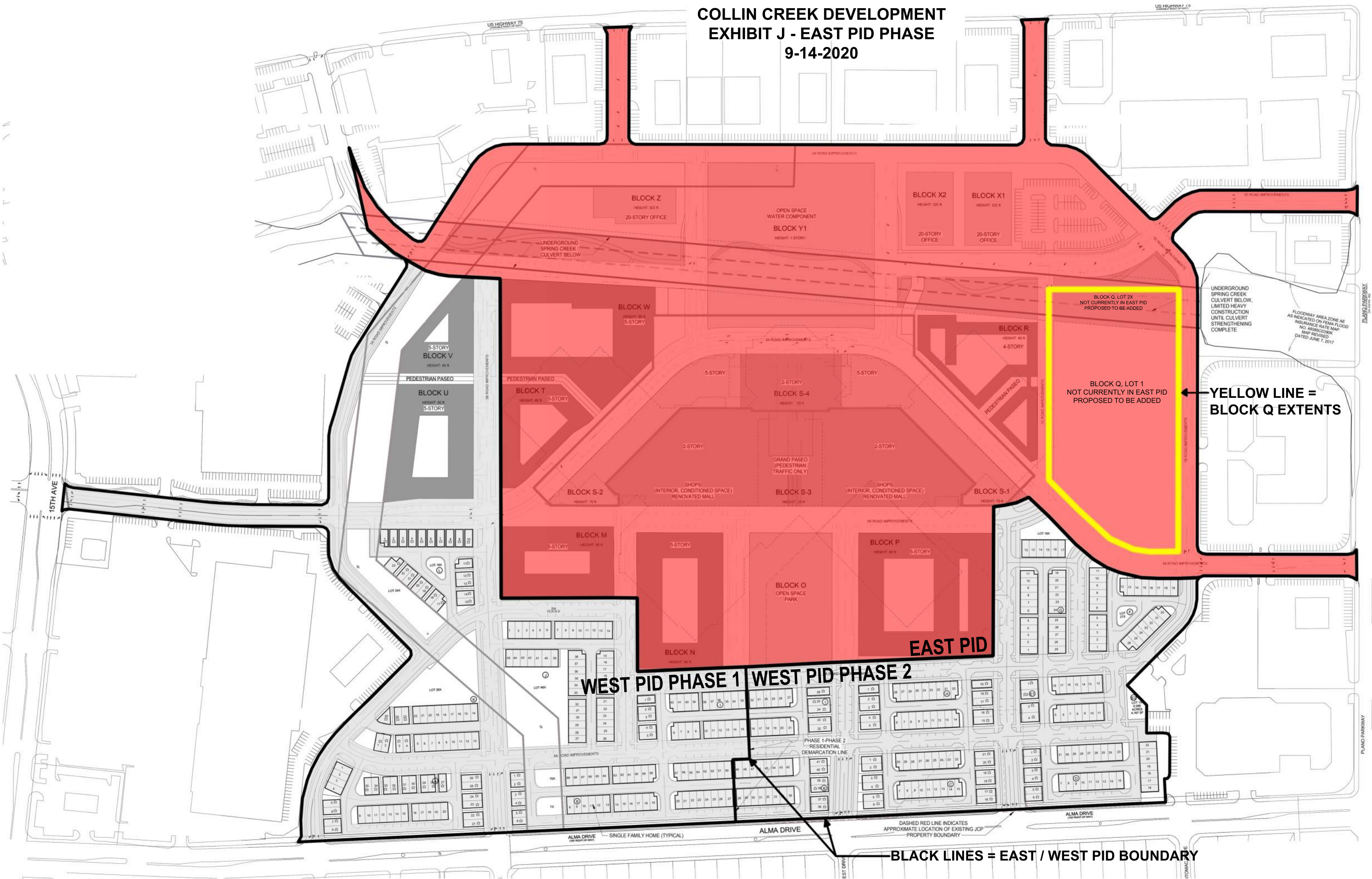


EXHIBIT K
COLLIN CREEK WEST PID PHASES

Exhibit K

COLLIN CREEK DEVELOPMENT
EXHIBIT K - WEST PID PHASES
9-14-2020

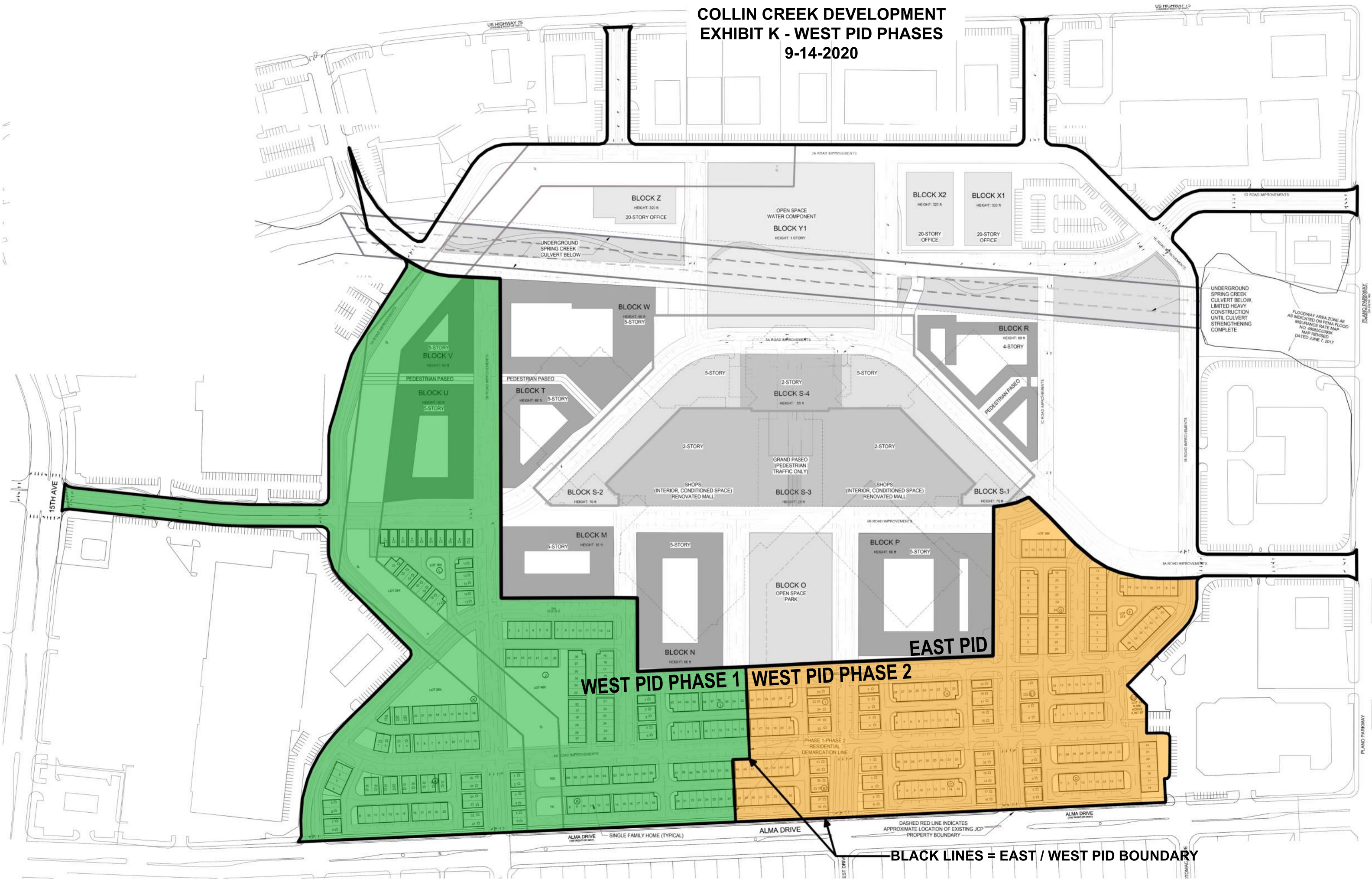


EXHIBIT L
PARKING GARAGE TRACTS

Exhibit L

**COLLIN CREEK DEVELOPMENT
EXHIBIT L - PARKING GARAGE TRACTS
9-14-2020**

**RED = EXTENTS OF UNDERGROUND
EAST PARKING GARAGE**

**GREEN = EXTENTS OF
UNDERGROUND
WEST PARKING GARAGE**

BLACK LINES = EAST / WEST PID BOUNDARY

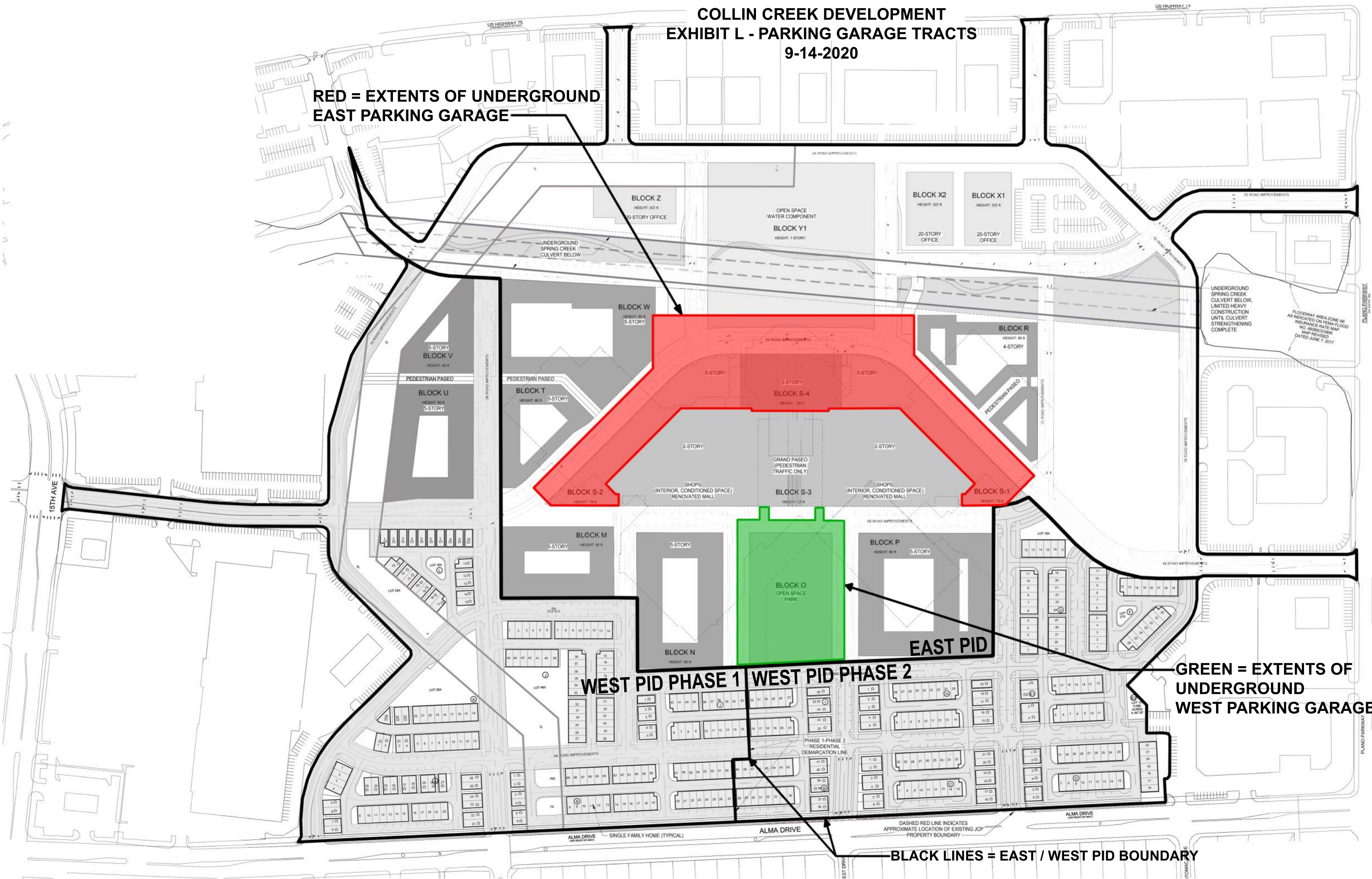


EXHIBIT M
LAND ACQUISITION PARCELS

Exhibit M

EXHIBIT N

RESERVED

Exhibit L