DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "**Agreement**"), dated as of August 28, 2023 (the "**Effective Date**"), is entered into by and among HAGGARD ENTERPRISES LIMITED, LTD, a Texas limited partnership and ACRES OF SUNSHINE, LTD, a Texas limited partnership (collectively, the "**Owner**") and SW HAGGARD MASTER DEVELOPER, LLC, a Texas 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. The Owner, the Developer and the City are sometimes individually referred to herein as, "**Party** and collectively as, the "**Parties**".

WHEREAS, the Developer shall purchase from the Owner and own that certain tract of land consisting of approximately 142.49 acres located in Collin County, Texas being more particularly described by metes and bounds in **Exhibit A** attached hereto and incorporated herein for all purposes (the "**Property**") and intends to develop (or cause to be developed by future owners) a mixed-use development at the Property consisting of hotel, retail, office, multifamily, townhome, assisted living uses and parks (collectively, the "**Project**"); and

WHEREAS, the City desires to ensure that the Project is designed, constructed and operated in a manner that will provide a public benefit while not unduly impacting existing and future local City systems, including the City's ecological, public works, fire, police, and recreational resources; and

WHEREAS, coordination and collaboration between the City, the Owner, the Developer and other local partners is necessary for the success of the Project and achievement of specific economic development goals of the City, and as such, the City intends to assist and coordinate with the Owner and the Developer as the Parties seek to gather information, establish goals and objectives and formalize plans for the Project including, using its best efforts to ensure City Council considers approval of the bond purchase agreement and sets the Bond Pricing related to the issuance of the PID Bonds by the Developer's target date of December 31, 2023; and

WHEREAS, the Owner and the Developer are committed to educating the City, its citizens and communities on the economic impact benefits the Project affords, and are therefore committed to participating in community outreach and engagement meetings and public hearings in areas of the City affected by the Project to ensure the concerns of the community-at-large are addressed; and

WHEREAS, in connection with the Project, the Developer plans to construct and install certain public infrastructure and improvements consisting of public streets, sanitary sewer mains, storm drainage facilities, sidewalks along public streets, water mains, and other Developer Project Improvements and City Subdivision Improvements which fall into the category of: (i) public infrastructure and improvements that specifically serve the Project (the "**Developer Project Improvements**"); and (ii) public infrastructure and improvements that not only serve the Project but also benefit other properties and developments within the City that are authorized to be funded by the City pursuant to the City's Subdivision Ordinance (the "**City Subdivision Improvements**"); and

WHEREAS, the Developer represents and warrants to the City that it has the capacity, ability, expertise, knowledge, and experience necessary to design and construct the Developer Project Improvements and the City Subdivision Improvements pursuant to the terms and conditions of this Agreement; and

WHEREAS, in addition to the Developer's design and construction of the Developer Project Improvements and the City Subdivision Improvements, the Developer intends to dedicate to the City three tracts of land consisting of approximately 34.0146 acres (the "**Park Land**"), as depicted in **Exhibit B**, attached hereto, to be used for linear public park purposes (the "**Linear Park Improvements**") and neighborhood public park purposes (the "**Neighborhood Park Improvements**") and shall design and construct the Linear Park Improvements and the Neighborhood Park Improvements (collectively referred to herein as the, "**Park Improvements**") on the Park Land all in accordance with that certain Park Reimbursement Agreement by and among the Parties of event date herewith, attached hereto as **Exhibit C**; and

WHEREAS, the Parties hereby acknowledge and agree that the Linear Park Improvements shall be funded with PID Bond Proceeds and the Neighborhood Park Improvements shall be funded in accordance with the Park Reimbursement Agreement; and

WHEREAS, in order to facilitate construction of the Developer Project Improvements, the City created the Haggard Farm Public Improvement District (the "**PID**"), in accordance with Chapter 372 Texas Local Government Code, as amended (the "**PID Act**") and pursuant to Resolution No. 2023-1-7(R) adopted by the City (the "**PID Resolution**"), that encompasses the Property; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with terms set forth in this Agreement) adopt an Assessment Ordinance and approve a Service and Assessment Plan ("**SAP**") which shall provide for the construction and financing of the Developer Project Improvements; and

WHEREAS, the payment and reimbursement of the Developer's costs related to the Developer Project Improvements shall be paid solely from: (i) installment payments from certain assessments levied against property located within the PID, including the Property; and/or (ii) PID Bond Proceeds; and

WHEREAS, the City shall never be responsible for the payment of the Developer Project Improvements nor the debt service on the PID Bonds from the City's general fund or the City's ad valorem tax collections, past or future, or any other revenue sources of the City or any assets of the City of any nature whatsoever; and

WHEREAS, the Parties recognize that the City will incur expenses throughout the entire PID review process including, but not limited to, expenses related to professional services, legal publications, notices, reproduction of materials, public hearings, recording of documents, engineering fees, attorney fees, and special consultant fees (collectively, the "**City Expenses**"), and

WHEREAS, pursuant to that certain Professional Services Reimbursement Agreement by and between the City and Stillwater Capital Investments, LLC, a Texas limited liability company

(the **"Professional Services Agreement"**) attached hereto as **Exhibit D**, the Developer has agreed to pay for reasonable and necessary: (i) City Expenses; and (ii) any additional consultant services necessary for the construction of the Developer Project Improvements and City Subdivision Improvements, as determined by the City in its reasonable discretion, whether such City Expenses and consultant services, as applicable, are incurred prior to or after the issuance of the PID Bonds, and if incurred after the issuance of the PID Bonds shall be paid from PID Bond Proceeds; and

WHEREAS, Texas Local Government Code Section 252.022(a)(9) provides an exemption to the competitive bidding requirements when at least one-third of the cost of the public infrastructure, here the Developer Project Improvements and City Subdivision Improvements, is to be paid by or through special assessments levied on property that will benefit from the improvements; and

WHEREAS, the City's Subdivision Ordinance requires the City participation in the cost of public infrastructure and improvements, such as the City Subdivision Improvements, that are not for the primary benefit of a development or infrastructure and improvements, such as the Project, which have been oversized to serve other properties or developments within the City; and

WHEREAS, the City will pay the costs of the City Subdivision Improvements (the "**City Participation**") that are allocated to the City as the financial party responsible for the costs of such improvements under the Subdivision Ordinance as specified in Financial Party Responsibility and Reimbursement, attached hereto as **Exhibit E**; and

WHEREAS the funds to pay the City Participation amount for the City Subdivision Improvements will not be paid from PID assessments and shall be limited to an amount not to exceed the estimated City Subdivision Improvement Costs unless otherwise approved by the City; and

WHEREAS, the Owner and the Developer are committed to recruiting construction contractors, subcontractors, and employees from the Plano-area job market for the operation, maintenance and construction of the Project, the Developer Project Improvements and City Subdivision Improvements and the Park Improvements; and

WHEREAS, the City ultimately recognizes the positive impact the Project, the Developer Project Improvements and City Subdivision Improvements and the Park Improvements will bring to the City, and after due and careful consideration, has concluded that the Project, will further the growth of the City, provide desirable public recreational space, increase the assessed valuation of real property within the PID, upgrade public infrastructure within the City, and otherwise be in the best interests of the City by promoting the health, safety, and welfare of the residents and taxpayers of the City; and

WHEREAS, the City, the Owner and the Developer have entered into this Agreement to set forth the terms and conditions for reimbursement of certain costs to the Developer related to the construction of the Developer Project Improvements and the City Subdivision Improvements.

NOW, THEREFORE for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration the Parties 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 Developer Project Improvement Costs" means the actual Developer Project Improvement Costs, as further defined in the Service and Assessment Plan, as updated or amended from time to time and Section 5.09, not exceed the Developer Project Improvement Reimbursement Cap.

"Actual City Subdivision Improvement Costs" means the actual City Subdivision Improvement Costs as updated or amended from time to time and Section 5.09, not to exceed the City Subdivision Improvement Reimbursement Cap.

"Agreement" has the meaning stated in the first paragraph of this Agreement.

"Annual Installments" means with respect to the benefitted Property within the PID subject to Assessments, each annual payment of the Assessments, including any applicable interest, additional interest, and administrative expenses authorized by the PID Act, as set forth and calculated in the SAP.

"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 other action of any court, arbitrator or other Governmental Authority governing the development, approval, construction, use or occupancy of the Property, the Developer Project Improvements and City Subdivision Improvements and the Park Improvements or any portion thereof. Applicable Law shall include, but not be limited to, Development Regulations.

"Appraisal" means an appraisal of the benefitted Property to be assessed in the PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Developer Project Improvements to be financed in part with PID Bonds and/or Annual Installments (i.e., "as-complete") and the construction and installation of the Developer Project Improvements, necessary to get a final developed lot value.

"Approved City Subdivision Improvement Costs" means the total Actual City Subdivision Improvement Costs and Eligible Expenses verified and approved by the City.

"Approved Costs" means the Approved Developer Project Improvement Costs and Approved City Subdivision Improvement Costs and Eligible Expenses.

"Approved Developer Project Improvement Costs" means the total Actual Developer Project Improvement Costs and Eligible Expenses verified and approved by the City.

"Approved Plans" means the plans and specifications relating to the design and construction of the Developer Project Improvements and the City Subdivision Improvements or portion thereof, inclusive of any change orders thereto, as approved by the appropriate City Director.

"Assessment Ordinance" means the City's ordinances approving the SAP and levying Assessments on the benefitted Property within the PID.

"Assessments" means the assessments levied by the City pursuant to the PID Act and on benefitted Property within the PID for the purpose of paying the costs of the Developer Project Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

"Bankruptcy or Insolvency" shall mean the insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Developer and such proceedings are not dismissed within ninety (90) days after the filing thereof.

"Bond Pricing Date" means the date the City approves the bond purchase agreement and sells the PID Bonds, which date may be extended by written agreement of the Parties.

"City Participation" means the amount of funding the City will provide to fund or reimburse the Developer for the City Subdivision Improvement Costs, that will be deposited with the Trustee in order to provide for the funding of the City Subdivision Improvements.

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

"City" means the City of Plano, Texas.

"City Director" shall mean the City's Director of Economic Development, Engineering, Parks & Recreation, Planning, Public Works, Special Projects, or designee or other persons who may be authorized by the City to act in that capacity or other City employee designated by the City Manager to perform the duties of Director of a City department.

"City Reimbursement" shall mean City reimbursement to the Developer for the Developer Project Improvement Costs and the City Subdivision Improvement Costs (including the Approved Costs and Eligible Expenses) paid by the Developer in accordance with the City's Subdivision Ordinance, PID Resolution, City community investment program, or other City funding sources contemplated by this Agreement, not to exceed the Developer Project Improvement Reimbursement Cap and the City Subdivision Improvement Reimbursement Cap, as applicable.

"City Subdivision Improvements" shall have the meaning set forth in the Recitals, as more specifically described and depicted in **Exhibit F**, attached hereto and incorporated herein.

"City Subdivision Improvement Costs" means the estimated cost of the City Subdivision Improvements to be constructed to the benefitted Property within the PID and other property within the City as set forth in **Exhibit G**, as may be amended pursuant to this Agreement.

"City Subdivision Improvement Reimbursement Cap" means the total amount of reimbursement and/or payments the Developer shall receive from the City for the City Subdivision Improvement Costs from authorized City sources; such amount shall be no more than the Approved Costs of the City Subdivision Improvements, up to the amount set forth in **Exhibit G**.

"Closing Disbursement Request" means the Closing Disbursement Request described in the form of which is attached as **Exhibit H**.

"Commencement Date" shall mean the date on which (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Developer Project Improvements and City Subdivision Improvements, or portion thereof, as the case may be; (ii) all necessary permits for the initiation of construction of the Developer Project Improvements and City Subdivision Improvements, or portion thereof, as the case may be, pursuant to the Approved Plans; and (iii) grading of the Property for the construction of the Developer Project Improvements and City Subdivision Improvements, or portion thereof, as the case may be, has commenced.

"Completion Date" shall mean the date on which (i) the construction of the Developer Project Improvements and City Subdivision Improvements, or portion or segment thereof has been substantially completed pursuant to the City's determination; and (ii) the City has with respect to the applicable Developer Project Improvements and City Subdivision Improvements accepted the same, but in no event later than thirty-six (36) months after the Commencement Date.

"Construction Agreements" mean the contracts for the construction of the Developer Project Improvements and City Subdivision Improvements.

"Construction Cost" means solely the contracted price between Developer and its Contractor for construction of the Developer Project Improvements and City Subdivision Improvements.

"Construction Funding Agreement" means that certain agreement by and between the Developer and the City relating to the Developer's construction of the Developer Improvement Projects and the City Subdivision Improvements and the City's acceptance, to be negotiated by the Parties.

"Contractor(s)" shall mean the person or firm engaged by the Developer to construct the Developer Project Improvements and the City Subdivision Improvements or portion thereof approved by the City.

"Cost Overruns" means those Developer Project Improvement Costs that exceed the budgeted cost set forth in the SAP(s).

"Cost Underruns" means Developer Project Improvement Costs that are less than the budgeted cost set forth in the SAP(s).

"Developer" means SW Haggard Master Developer, LLC, a Texas limited liability company, its successors and permitted assigns.

"Developer Affiliate" shall mean any entity that is directly or indirectly controlled by or is under common control with the Developer.

"Developer Cash Contribution" means that portion of the Developer Project Improvement Costs, that the Developer is contributing to fund the cost of the Developer Project Improvements that have not already been constructed, as set forth in the SAP(s) that exceeds the amount of the PID Bond Proceeds. The Parties hereby acknowledge and agree that the Developer Cash Contribution shall not be reimbursed from PID Assessments or PID Bond Proceeds.

"Developer Project Improvements" shall have the meaning set forth in the Recitals, as more specifically described and depicted in **Exhibit I**, attached hereto and incorporated herein.

"Developer Project Improvement Costs" means the estimated cost of the Developer Project Improvements to be constructed to the benefitted Property within the PID as set forth in **Exhibit J**, as may be amended pursuant to this Agreement, such costs to be eligible "project costs," as defined in the PID Act.

"Developer Project Improvement Reimbursement Cap" means the total amount of reimbursement and/or payments the Developer shall receive from the City for the Developer Project Improvement Costs from any source, up to the amount set forth in the SAP, including the proceeds of the PID Bonds, or Assessment revenues and such amount shall be no more than the Approved Costs of the Developer Project Improvements. For the avoidance of doubt, the Developer Project Improvement Reimbursement Cap shall not take into account the costs related to the Neighborhood Park Improvements. The Neighborhood Park Improvements are not funded with PID Bond Proceeds and therefore, the costs related to such improvements shall not be calculated in the Developer Project Improvement Costs and are not capped. The Linear Park Improvements are funded by PID Bond Proceeds and therefore, the costs related to such improvements shall be calculated in the Developer Project Improvement Costs and capped as provided herein.

"Development Regulations" shall collectively mean the City of Plano Code of Ordinances, the City of Plano Subdivision Ordinance, the City of Plano Thoroughfare Design Standards, City of Plano Design Manual, the City of Plano Zoning Ordinance, Planned Development Ordinance No. 2021-12-2, and the ordinances, regulations, and policies adopted by the City as presently in effect and as may be amended after the Effective Date, which are applicable to the development and use of the Property, the Park Land and the construction of the Developer Project Improvements and City Subdivision Improvements and the Park Improvements.

"Eligible Expenses" shall mean the costs incurred and paid by the Developer for the design and construction of the Developer Project Improvements and the City Subdivision Improvements, not including costs for permit fees, the Developer's acquisition of land or interest costs, financing, and rights-of-way or easements (if applicable), which are not eligible for City Reimbursement.

"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 Lot 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 homebuilders, reports from third party consultants, or any other factors, may impact value.

"Expiration Date" shall mean the thirtieth (30th) anniversary of the Effective Date unless the City agrees in writing to extend the Term for an additional period as determined at the City's sole discretion.

"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) epidemic or pandemic; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with Development Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (h) economic hardship; (i) changes in market condition; (j) any strike or labor dispute involving the employees of the Developer or any Developer Affiliate, other than industry or nationwide strikes or labor disputes; (k) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (l) the occurrence of any manpower, material or equipment shortages; or (m) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Developer Project Improvements and City Subdivision Improvements.

"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.

"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 the Developer, or any property or any business owned by the Developer within the City.

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

"Landowner Consent" means a consent by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments in substantially the form attached hereto as **Exhibit K**.

"Lot" means (1) for any portion of the PID for which a final Subdivision Plat has been recorded in the Official Public Records of the County, a tract of land described by "lot" in such Subdivision Plat, and (2) for any portion of the PID for which a Subdivision Plat has not been recorded in the Official Public Records of the County, a tract of land anticipated to be described as a "lot" in a final recorded Subdivision Plat as shown on a concept plan or a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

"Payment Certificate" means a Payment Certificate the form of which is attached hereto as **Exhibit L**.

"Payment Request" means a written request for payment prepared by or at the direction of the Developer which sets forth the amount of the Actual Developer Project Improvement Costs or the Actual City Subdivision Improvement Costs, or portion thereof, inclusive of details of the types and quantities of materials installed and the costs related thereto, labor costs, and other details and costs customarily related to construction thereof, which request is accompanied by an affidavit of bills paid by all material suppliers and Contractors and Subcontractors providing work and/or materials in relation to the portion of construction of the Developer Project Improvements or the City Subdivision Improvements evidenced by a Payment Certificate.

"PID" means the Haggard Farm Public Improvement District created by the City to facilitate construction of the Developer Project Improvements, in accordance with the PID Act and pursuant to the PID Resolution, that encompasses the Property.

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

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

"PID Bonds" means the assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Approved Developer Project Improvement Costs, including bonds issued to fund construction of the Developer Project Improvements, and, if any,

issued to reimburse the Developer for the costs of the Developer Project Improvements, not previously funded with bond proceeds.

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

"Property" means approximately 142.49 acres of real property located within the City as described in **Exhibit A**.

"Service and Assessment Plan" or "SAP" means the service and assessment plan(s) drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on the benefitted Property within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Developer Project Improvements, and the method of collection of the Assessment.

"Subcontractor(s)" shall mean any person(s), firm(s) or corporation(s), other than employees of Contractor, who or which contracts with Contractor to provide work labor or material to fulfill an obligation to Contractor, for the performance and installation of any of the work provided for under this Agreement for the Developer Project Improvements and the City Subdivision Improvements.

"Trustee" means the trustee under the Indenture.

ARTICLE II

SCOPE OF AGREEMENT; PROJECT OVERVIEW

Section 2.01. Scope of Agreement. This Agreement establishes provisions for: (i) the creation of the PID including, the apportionment, levying, and collection of Assessments on the Property within the PID; (ii) the construction of the Developer Project Improvements and City Subdivision Improvements including, the reimbursement, acquisition, ownership and maintenance of the Developer Project Improvements and the City Subdivision Improvements; (iii) the issuance of PID Bonds for the financing of the Developer Project Improvements benefitting the Property within the PID; (iv) the City Participation related to the financing of the City Subdivision Improvements; and (v) the acquisition of the Park Land, including the reimbursement, acquisition, ownership and maintenance of the Park Improvements, pursuant to Article VIII.

Section 2.02. Project Overview.

(a) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of: (i) the Developer Project Improvements, and (ii) the City Subdivision Improvements to the City's standards and specifications and subject to the City's approval as

provided herein and in accordance with Development Regulations, Applicable Law and Approved Plans.

(b) Upon completion and acceptance by the City, the City shall own and maintain all of the Developer Project Improvements and the City Subdivision Improvements.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation of PID. The Developer requested the creation of the PID that encompasses the Property, by submitting a petition to the City that contained a list of the Developer Project Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Developer Project Improvements. The petition allowed for the City's levy of Assessments for the construction, acquisition, and reimbursement of the Developer Project Improvements and for administration of the PID. Upon receipt and acceptance of the petition, the City held a public hearing to consider the creation of the PID and created the PID in accordance with the PID Act. The Developer agreed to fund the City Expenses of the City's professionals relating to the preparation for and issuance of PID Bonds pursuant to the Professional Services Agreement, which City Expenses shall be determined by the City and considered a Developer Project Improvement Cost and/or Eligible Expense, to the extent permitted by the PID Act.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds to construct, reimburse, or acquire the Developer Project Improvements benefitting the Property. The Developer Project Improvements to be constructed and funded in connection with the PID Bonds are detailed in **Exhibit I** and **Exhibit J** , which may be amended from time to time, and will be further defined in the Service and Assessment Plan for the PID or any updates thereto. The PID Bond Proceeds will be used to pay for, construct or acquire the Developer Project Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City and is further conditioned upon the adequacy of the bond security and a determination by the City that the Developer is not then in default with respect to its obligations hereunder.

(b) The Developer shall complete, or cause to be completed, all Developer Project Improvements within the PID and such Developer Project Improvements shall be completed by the Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City and PID Bonds shall be issued with the terms deemed appropriate by the City at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed $115,000,000.

(ii) The maximum "tax rate" for the projected annual assessment shall be no greater than $1.00 per $100 of assessed value at the time of the Assessment, based on the Estimated Build Out Value of each Lot; such rate limit to be determined at the time of the levy of the Assessments applies on an individual Lot basis by lot type based on Estimated Build Out Value and will be set forth in more detail in the Service and Assessment Plan.

(iii) The total value to lien ratio is at least 3:1 for each Lot (with the exception of the Lots identified as Office Lot Type – Improvement Area #1 in the Service and Assessment Plan, for which Lots the required value to lien ratio shall be no less than 2.5:1), including all assessments levied against the Property, such values shall be confirmed by appraisal from a licensed MAI appraiser.

(iv) The Developer or Developer Affiliate, or the Owner shall own all property within the PID prior to the levy of Assessments, or provide a written consent of each landowner, subject to the levy of Assessments, consenting to the creation of the PID and the levy of Assessments.

(v) There is no Event of Default by the Developer, or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement.

(vi) PID Bonds secured by Assessments will be approved by the Texas Attorney General.

(vii) The Developer Cash Contribution, if any, has been or will by closing be delivered to the City, or the Trustee on behalf of the City pursuant to the Indenture and the Construction Funding Agreement.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plan (as such plan is amended supplemented or updated from time to time) and the Assessment Ordinance on or before such time PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Owner, the Developer or Developer Affiliate shall execute and deliver a Landowner Consent substantially in the form attached as **Exhibit K** for all land owned or controlled by the Owner, the Developer or Developer Affiliate, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Collin County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed. The Landowner Consent shall include the notice as required by Section 5.014 of the Texas Property Code (the

"**Section 5.014 Notice**") and contain a representation that the landowner will provide the 5.014 Notice in any purchase and sale contract to a subsequent owner.

Section 3.04. Transfer of Property. Other than the sale of the Property to the Developer, or Developer Affiliate, notwithstanding anything to the contrary contained herein, no sale of property within the PID shall occur prior to the City's levy of Assessments in the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require the consent of each owner of assessed property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, and property record recording will be required from each owner of Assessed Property to levy the Assessments and issue PID Bonds. The Landowner Consent listed above shall include the notice as required by Section 5.014 of the Texas Property Code (the "**Section 5.014 Notice**") and contain a representation that the landowner will provide the 5.014 Notice in any purchase and sale contract to a subsequent owner. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV

ZONING, PHASING AND PLATTING OF THE PROPERTY

Section 4.01. Full Compliance with City Standards. Development and use of the Property by the Owner, the Developer or Developer Affiliate, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property contemplated by the Project, shall be in compliance with current and applicable Development Regulations and Applicable Law. Failure to comply with the zoning stipulations adopted in Ordinance No. 2021-12-2 for PD-51, as may be amended, is a breach of this Agreement.

Section 4.02. Zoning of Property. The Developer consents and agrees to the zoning of the Property pursuant to the City's established zoning process and consistent with State law as provided in Chapter 211 the Texas Local Government Code as amended.

a. Phase 1: A certificate of occupancy will not be issued for the first phase of multifamily, not to exceed 350 units and located in Tract 1, until the following are completed:

    i. A certificate of occupancy has been issued for a minimum of 100,000 square feet of nonresidential use(s) in Tract 1, including 10,000 square feet of Village Retail; for the purposes of this standard, retirement housing will not be considered a nonresidential use; and

ii. The trail along the full extent of the creek in Tract 2 is connected to development in Tract 1 via a pedestrian bridge within the creek.

b. Phase 2: A certificate of occupancy will not be issued for the second phase of multifamily, not to exceed 350 units and located in Tract 2, until the following are completed:

i. A certificate of occupancy has been issued for a minimum of a cumulative 300,000 square feet of nonresidential uses in Tract 1 and Tract 2, which includes the 100,000 square feet required within Phase 1; for the purposes of this standards, retirement housing will not be considered a nonresidential use; and

ii. The completion of all open spaces located in Tract 1 and Tract 2.

Section 4.03. Phasing.

No certificate of occupancy or temporary certificate of occupancy may be issued by the City or requested by the Developer for Phase 1, as described in attached **Exhibit M** until:

a. the Linear Parks as defined in the Park Reimbursement Agreement are final accepted by the City as described in the Subdivision Ordinance;

b. the traffic signal at Pinehaven and Parkwood is operational; and

c. Pinehaven is fully constructed between Spring Creek and Parkwood, including a Z crossing, and has been accepted by the Director of Engineering as described in the Subdivision Ordinance.

All parks on the Property must be final accepted as described in the Subdivision Ordinance before final plat of Phase 2.

Section 4.04. Plat Review Fees. Development of the Property shall be subject to payment to the City of reasonable fees and charges applicable to the City's preliminary and final plat review and other applicable approval processes according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 4.05. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of Approved Plans and issuance of permits (including building permits) for construction of the Developer Project Improvements and City Subdivision Improvements and the Park Improvements according to the fee schedule adopted by the City at the time of plan review and permit issuance.

Section 4.06. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City at the time of inspection.

Section 4.07. Conflicts. In the event of any conflict between this Agreement and any Development Regulations, the Development Regulations control.

ARTICLE V

DESIGN AND CONSTRUCTION OF DEVELOPER PROJECT IMPROVEMENTS AND CITY SUBDIVISION IMPROVEMENTS

Section 5.01 Developer Project Improvements and City Subdivision Improvements to be Constructed.

(a) Subject to the terms and conditions of this Agreement, the Developer agrees to commence construction of the Developer Project Improvements and the City Subdivision Improvements by the applicable Commencement Date in substantial compliance with the Approved Plans and the Development Regulations.

(b) Subject to delays resulting from one or more events of Force Majeure, the Developer shall complete construction of the Developer Project Improvements and City Subdivision Improvements by the applicable Completion Date.

Section 5.02 Project Engineer. Not later than ninety (90) days after the Effective Date, the Developer shall contract with one or more certified and licensed professional engineers (or firm) to prepare plans and specifications for the design and construction of the Developer Project Improvements and the City Subdivision Improvements for the benefit of the City. The professional engineer (or firm) selected by the Developer shall be Kimley Horn (the "**Project Engineer**"), and the City hereby approves the Project Engineer. Any change to the professional engineer (or firm) other than the Project Engineer shall be approved in writing by the City prior to any engineering services being provided by the newly selected engineer. The Developer's contract with the Project Engineer shall provide that the plans and specifications for the Developer Project Improvements and City Subdivision Improvements are being prepared for the benefit of the City and that City (its agents and contractors) may publish, reproduce, and use the plans and specifications for the Developer Project Improvements and City Subdivision Improvements. The City shall have the sole right to approve or reject the Developer's selection of a project engineer other than the Project Engineer and the cost of such services; provided, however, that in the event of a rejection, the City shall provide written notice to the Developer detailing the reasons for such rejection and allow the Developer the opportunity to address the City's concerns. In the event the Developer ceases to use Kimley Horn, the Project Engineer as contemplated herein, this Agreement shall automatically terminate without further notice if the City does not provide written approval of an engineer selected by the Developer for the design and construction of the Developer Project Improvements and City Subdivision Improvements.

Section 5.03 Plans and Specifications Approval.

(a) Approved Plans. The Developer shall cause the Project Engineer to submit the proposed plans and specifications for the Developer Project Improvements and City Subdivision

Improvements to the City for review and approval. The City may require the Developer to cause the revision and/or modification of the proposed plans and specifications for the Developer Project Improvements and City Subdivision Improvements as often as is reasonably necessary. The Developer shall cause the Project Engineer to revise and/or modify and submit revised or modified plans and specifications for the Developer Project Improvements and City Subdivision Improvements to the City, as often as may be reasonably required by the City. The City shall have fifteen (15) business days following receipt of the submittal of proposed plans and specifications for the Developer Project Improvements and City Subdivision Improvements (including any revised or modified plans and specifications) to review and approve the proposed plans and specifications for the Developer Project Improvements and City Subdivision Improvements. If the City does not approve the proposed plans and specifications for the Developer Project Improvements and City Subdivision Improvements (or revised or modified plans and specifications) within such fifteen (15) business day period, the proposed plans and specifications shall be deemed disapproved. This process shall be followed until the proposed plans and specifications for the Developer Project Improvements and City Subdivision Improvements or portion thereof are approved and become the "**Approved Plans**". The City shall have no liability for delay resulting from the City review and approval of the plans and specifications.

(b) Submission of Permit Applications. Prior to the Public Improvement Commencement Date, the Developer shall make, or cause to be made, application for any necessary permits and approvals that are customarily required by the City and any applicable governmental authorities to be issued for the construction of the Developer Project Improvements and City Subdivision Improvements.

(c) Compliance. The Developer shall comply, and cause its Contractor to comply, with the Development Regulations and all local and state laws and regulations regarding the design and construction of the Developer Project Improvements and City Subdivision Improvements in accordance with the Approved Plans, including, but not limited to, any applicable requirement relating to payment, performance, and maintenance bonds.

(d) Project Inspection. City Engineer shall have the right to inspect the Developer Project Improvements and City Subdivision Improvements to determine whether the construction of the Developer Project Improvements and City Subdivision Improvements is in accordance with the Approved Plans.

(e) Contractor Approval. The Developer shall select one or more Contractors for the construction of the Developer Project Improvements and City Subdivision Improvements. The City hereby approves Talley Riggins Construction Group as a Contractor. The City shall have the right to approve the Developer's selection of the Developer's other Contractor(s), which approval shall not be unreasonably denied, delayed, or withheld; provided, however, a Developer Affiliate is not eligible to be a Contractor. Notwithstanding such approval by the City; the Developer shall remain solely responsible for and shall not be relieved or absolved in any manner whatsoever of its obligations, duties, responsibilities or liabilities under the contracts with Contractors and the City shall not be liable for the same in any manner whatsoever. In the event of a Contractor disapproval by the City, the City shall provide written notice to the Developer detailing the reasons for such disapproval and allow the Developer the opportunity to address the City's concerns.

Section 5.04 Inspection and Acceptance of the Developer Project Improvements and City Subdivision Improvements.

(a) Acceptance. The inspection and approval of the Developer Project Improvements and City Subdivision Improvements by the City shall be conducted in the same manner as inspection and acceptance of other Developer Project Improvements and City Subdivision Improvements constructed and/or installed in association with the development of property in the City pursuant to the Development Regulations, as amended, and the current policies and procedures of City's Engineering Department. The Developer shall dedicate to the City on behalf of the public the easement(s) required for the construction and permanent operation of the Developer Project Improvements and City Subdivision Improvements pursuant to a final plat of the Property, or portion thereof, approved and recorded in accordance with applicable provisions of the Development Regulations or by separate instrument reasonably approved by the City.

(b) Utility Easements. The Developer shall be responsible, at the Developer's sole cost, for providing the necessary utility easements in the locations and widths required by the Approved Plans on and under the Property which the Developer Project Improvements and City Subdivision Improvements will be located. Such utility easements are to be dedicated to the City for the benefit of the public on a final plat of the Property and/or pursuant to one or more instruments approved by City. The City shall not be required to accept the Developer Project Improvements and the City Subdivision Improvements, and Public Improvement Completion Date shall not be deemed to have occurred, unless all required easements have been conveyed to the City and recorded in the Official Public Records of Collin County, Texas.

Section 5.05 Approval of Construction Documents. No approval of designs, plans, and specifications by the City shall be construed as representing or implying that the Developer Project Improvements and the City Subdivision Improvements built in accordance therewith shall be free of defects, and any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the City nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, nor any defects in construction undertaken pursuant to such plans and specifications.

Section 5.06 Design Defects. Approval of the appropriate City Director or other City employee, officer, or consultant of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineers, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the Developer's consulting engineer, its officers, agents, servants, or employees, it being the intent of the Parties that approval by the appropriate City Director, the City Representative or other City employee, officer or consultant signifies the City's approval of only

the general design concept of the Developer Project Improvements and City Subdivision Improvements to be constructed.

Section 5.07 Completion of Construction; Withholding Certificates of Occupancy. The Developer acknowledges and agrees that the Developer Project Improvements and the City Subdivision Improvements are to be constructed in association with the development of the Property concurrently with the construction of other Developer Project Improvements and City Subdivision Improvements required to be constructed pursuant to the provisions of the Development Regulations. The Developer further acknowledges and agrees that, to the extent the provisions of the Development Regulations authorize the appropriate City Director, the City Representative or other City employee to withhold the issuance of certificates of occupancy for buildings constructed on the Property pending the completion of construction and acceptance by the appropriate City Director, the City Representative (on behalf of the City) of the Developer Project Improvements and City Subdivision Improvements constructed in relation to development of the Property, such authority shall extend to completion and acceptance by the appropriate City Director, City Representative of the Developer Project Improvements and City Subdivision Improvements, unless otherwise terminated.

Section 5.08 Changes to Construction Costs.

(a) For the Developer Project Improvements and City Subdivision Improvements, if the costs exceed the amount budgeted for a particular line item in the SAP, then the Developer shall be responsible for such Cost Overruns, subject to the application of Cost Underruns available form costs savings recognized in other line items.

(b) For the City Subdivision Improvements, the City shall pay only approved costs over the cap described in Section XX.

Section 5.09 Financing and Reimbursement.

(a) The City agrees to provide financing and/or reimburse the Developer for the following:

(i) *The Developer Project Improvement Costs*. The Approved Costs related to the Actual Developer Project Improvement Costs prior to or after the Public Improvement Completion Date (or portion thereof if the Director of Engineering or City Representative approves such payment) consistent with Section VII of this Agreement;

(ii) *The City Subdivision Improvement Costs.* The Approved Costs related to the Actual City Subdivision Improvement Costs prior to or after the Public Improvement Completion Date (or portion thereof if the Director of Engineering or City Representative approves such payment) consistent with the City's Subdivision Ordinance; and

(iii) *The Park Improvement Costs.* The Park Improvement Costs as described in the Park Reimbursement Agreement attached as **Exhibit C** (or portion thereof if the City Director or City Representative approves such payment upon or after final plat of the portion of the Property containing the Park Improvements consistent with Section VII of this Agreement); and

(iv) Upon the closing of the of PID Bonds, the City may deposit with the Trustee the estimated Developer Project Improvement Costs, or portion thereof, pursuant to the Construction Funding Agreement.

(v) Prior to the closing of the PID bonds, the Developer will deposit the Developer Cash Contribution per the terms of the Construction Funding Agreement and the Indenture.

(b) As a condition for City Reimbursement as outlined above, the Developer shall deliver a Payment Certificate pursuant to the terms of the Construction Funding Agreement.

(c) The City and the Developer hereby acknowledge and agree that the City Reimbursement shall in no event exceed the City Subdivision Improvement Reimbursement Cap nor the Developer Project Improvement Reimbursement Cap. Notwithstanding the foregoing, the City Representative may approve a reimbursement amount to be paid by the City in excess of the City Subdivision Improvement Reimbursement Cap; provided such amount is equal to or less than $100,000, without amending this Agreement.

Section 5.10 Performance Bond. Prior to Commencement of Construction of the Developer Project Improvements and City Subdivision Improvements, the Developer shall execute a performance bond for the construction of the Developer Project Improvements and City Subdivision Improvements to ensure completion of construction of the Developer Project Improvements and City Subdivision Improvements, which bond shall be executed with a corporate surety in accordance with Chapter 2253, Texas Government Code. The amount of such performance bond shall be for 20% of the construction costs related to the construction of the Developer Project Improvements and City Subdivision Improvements and shall be on a form reasonably approved by the City's City Attorney. The Developer agrees to require the Contractors who construct the Developer Project Improvements and City Subdivision Improvements to provide payment and performance bonds in forms reasonably satisfactory to the City. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City has the right to reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Developer Project Improvements and City Subdivision Improvements.

Section 5.11 Responsibility for Permits. The Developer shall be solely responsible, at the Developer's cost, to obtain all necessary permits and permissions relating to the construction of the Developer Project Improvements and the City Subdivision Improvements.

Section 5.12 Project Records. The Developer shall keep, and cause each Contractor to keep, a complete and accurate record, including receipts, accounting records and other documentation, relating to the costs of the Developer Project Improvements and the City Subdivision Improvements pursuant to this Agreement for a period of four (4) years from the latest of the Completion Date, or until any pending litigation or claims are resolved, whichever is later; and to expedite any audit that might be conducted by the City and/or its representatives relating to the

City Reimbursement. All of the Developer's (and its Contractor's) books and other records related to the Developer Project Improvements and the City Subdivision Improvements shall be made available in Collin County, Texas, for inspection by the City or City Representative during normal business hours upon written request of the City provided the City has provided not less than two (2) business days' prior written notice. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices, or any other items relevant to the performance of this Agreement shall be subject to examination or audit by the City, or City Representative.

ARTICLE VI

CONSTRUCTION MANAGEMENT

Section 6.01. Construction Management Generally.

(a) The Developer shall design and construct or cause the design and construction of the Developer Project Improvements and City Subdivision Improvements and Park Improvements, together with and including the acquisition of all easements or fee simple title to the land necessary to provide for and accommodate the Developer Project Improvements and City Subdivision Improvements and the Park Improvements, including any applicable off-site improvements as set forth above and as further provided for in the Construction Funding Agreement.

(b) The Developer shall comply or shall require its Contractors to comply with all local and state laws and regulations regarding the design and construction of the Developer Project Improvements and the City Subdivision Improvements applicable to similar facilities constructed by the City.

(c) Evidence of payment to the applicable Contractors and Subcontractors shall be submitted to the City as provided in the Construction Funding Agreement.

(d) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with Applicable Law, all property rights necessary for the construction, operation, and maintenance of the Developer Project Improvements and the City Subdivision Improvements promptly after the Completion Date and acceptance by the City.

Section 6.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Project Engineer shall prepare, provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide the City with all Construction Agreements and ancillary documents related to the Developer Project Improvements and the City Subdivision Improvements and shall acknowledge in such agreements that the (i) Contractor is an independent contractor, independent of and not an agent of the City; (ii) Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and (iii) the City has no obligations, liabilities, or responsibilities thereunder. The Developer shall include a provision in the Construction Agreements that the Contractor will indemnify the City and its officers and employees against any

costs or liabilities thereunder and for the negligent acts or omissions of the Contractor. The Developer shall administer the Construction Agreements.

Section 6.03. Cooperation and Coordination. During the planning, design, development, and construction of the Developer Project Improvements and the City Subdivision Improvements, the Parties agree to cooperate and coordinate with each other and to assign appropriate, qualified personnel to perform the work contemplated by this Agreement. The City will make reasonable efforts to accommodate urgent or emergency requests during construction of the Developer Project Improvements and the City Subdivision Improvements. To facilitate a timely review process, the Developer shall cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

Section 6.04. Project Verification. The Developer will from time to time, as reasonably requested by the City, verify that the Developer Project Improvements and the City Subdivision Improvements are being constructed substantially in accordance with the Approved Plans. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer, or Contactor to consult with the Developer and the City regarding such concerns.

Section 6.05. No City Responsibility. By performing the functions described in this Article, the City shall not, and shall not be deemed to assume the obligations or responsibilities of the Developer whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of the Approved Plans is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of the Approved Plans for any purpose. The City's approval of the Approved Plans shall not render the City liable for the same; and the Developer assumes and shall be responsible for all claims arising out of or from the use of the Approved Plans.

Section 6.06. Construction Standards. The Developer Project Improvements and the City Subdivision Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument before final platting. The Developer Project Improvements and the City Subdivision Improvements shall be constructed and inspected in accordance with Applicable Law, and the Development Regulations, and all other applicable development requirements, including those imposed by any other Governmental Authority with jurisdiction over the Developer Project Improvements and the City Subdivision Improvements and this Agreement; provided however, that if there is any conflict, the regulations of the Governmental Authority with jurisdiction over the Developer Project Improvements and/or the City Subdivision Improvements being constructed shall control.

Section 6.07. Title to Developer Project Improvements and City Subdivision Improvements. The Developer shall furnish to the City a preliminary title report for land with respect to the Developer Project Improvements and the City Subdivision Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for

review and approval at least 30 calendar days prior to the transfer of title of the Developer Project Improvements and the City Subdivision Improvements to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Developer Project Improvements or the City Subdivision Improvements until the Developer has cured any City objections to title to the satisfaction of the City Representative.

Section 6.08. Developer Project Improvements and City Subdivision Improvements Constructed on City Land. To the extent the Developer Project Improvements and City Subdivision Improvements are constructed on land owned by the City, the City hereby grants the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Developer Project Improvements and City Subdivision Improvements. If the Developer Project Improvements and the City Subdivision Improvements are constructed on land owned by the Developer or the Owner, the Developer and/or the Owner shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form; and the Developer and/or the Owner hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Developer Project Improvements and the City Subdivision Improvements. The grant of the permanent easement shall not relieve the Developer or the Owner of any obligation to grant the City title to property and/or easements related to the Developer Project Improvements and the City Subdivision Improvements as required by this Agreement or as should, in the City's reasonable judgment, be granted to provide for convenient access to and routine and emergency maintenance of the Developer Project Improvements and the City Subdivision Improvements. The provisions for inspection and acceptance of the Developer Project Improvements and the City Subdivision Improvements otherwise provided herein shall also apply.

Section 6.09. Additional Requirements. In connection with the design and construction of the Developer Project Improvements and the City Subdivision Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Approved Plans for the Developer Project Improvements and the City Subdivision Improvements (including revisions) as such Approved Plans are currently in existence and as completed after the date set hereof and shall provide the City one complete set of record drawings (in electronic format), in accordance with Applicable Law.

(b) In accordance with the requirements between the Developer and the City about the development and construction of the Developer Project Improvements and the City Subdivision Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each Contractor, including any revisions to such schedule.

(c) The Developer shall provide the Construction Agreements, construction documents, including the Approved Plans to the City that are signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval.

(d) The Developer shall provide the City with reasonable advance notice of any regularly scheduled construction meetings regarding the Developer Project Improvements and the City Subdivision Improvements and shall permit the City to attend and observe such meetings to monitor the Project; and the Developer shall provide the City with copies of any construction schedules discussed and/or reviewed at any regularly scheduled construction meeting upon a request by the City.

(e) The Developer or any of the Developer's Contractors shall comply with and require that its agents and Subcontractors comply with all Applicable Law regarding the use, removal, storage, transportation, disposal, and remediation of hazardous materials.

(f) The Developer or any of the Developer's Contractors shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Approved Plans for the Developer Project Improvements and the City Subdivision Improvements that describe the connection of such improvements with City streets, storm sewers and utilities.

(g) Following notice from the City, the Developer shall or cause the Developer's Contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the Contractor or its Subcontractors to property or facilities of the City during construction of the Developer Project Improvements and the City Subdivision Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage.

(h) Following notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the Construction Contracts and Development Regulations that govern construction of the Developer Project Improvements and the City Subdivision Improvements.

(i) If the Developer performs any soils, construction, and materials testing during construction of the Developer Project Improvements and the City Subdivision Improvements, the Developer shall make copies of the results of all such tests available to the City.

(j) If any of the entities or persons shall fail in a material respect to perform any of its obligations described in this Article (or elsewhere under this Agreement), the Developer shall use good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein.

(k) The Developer shall provide any other information or documentation, or services required by Development Regulations.

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Developer Project Improvements and the City Subdivision Improvements. Upon acceptance by the City of the Developer Project Improvements and the City Subdivision Improvements, the City shall become responsible for the maintenance of the same and for making any bond or warranty claim, if applicable.

Section 6.10. Revisions to Scope and Cost of Developer Project Improvements and City Subdivision Improvements.

(a) The Developer Project Improvement Costs may be modified or amended from time to time upon the approval of the City Representative, provided that such costs shall not exceed the amounts as set forth in the SAP. Should the Developer Project Improvement Costs be amended by the City Council in the SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Developer Project Improvement Costs exceed the amounts set forth in the SAP, the Developer shall be responsible for such excess costs and such excess costs shall not be reimbursed by the City unless a Cost Underrun is available to pay a Cost Overrun. Cost Overruns and Cost Underruns will be further defined in the Construction Funding Agreement.

Section 6.11. City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Law to protect the public health, safety, and welfare. The City retains its police powers over the Developer or its Contractor's construction activities related to the Developer Project Improvements and the City Subdivision Improvements, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation, liability for costs incurred by any Contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its Contractors and shall not constitute an Approved Cost or Eligible Expense.

Section 6.12. Liens.

(a) Title. The Developer agrees that the Developer Project Improvements and the City Subdivision Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. The Developer shall not create, allow, or permit any liens, encumbrances, or charges of any kind whatsoever against the Developer Project Improvements and the City Subdivision Improvements arising from any work performed by any Contractors by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Developer Project Improvements or the City Subdivision Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance, or repair

thereof made by the Developer or any Contractors, agent, or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged as soon as reasonably possible after the Developer's receipt of written notice of the filing thereof. The City shall not accept the Developer Project Improvements nor the City Subdivision Improvements with any lien, encumbrance, or charge of any kind whatsoever against the same arising from any work performed by any Contractors by or on behalf of the Developer.

Section 6.13. City Consents. Any consent or approval by or on behalf of the City required in connection with the design and construction of the Developer Project Improvements or the City Subdivision Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned.

Section 6.14. Right of the City to Make Inspection.

(a) At any time during regular business hours during the construction of the Developer Project Improvements and the City Subdivision Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Project that are imposed by the Developer or its Contractor. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of the Developer Project Improvements and the City Subdivision Improvements shall be by the City Representative or his/her designee. In accordance with Section 4.05 of this Agreement, the Developer shall pay the inspection fee which may be included as an Eligible Expense.

(c) The City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of the Developer Project Improvements and/or the City Subdivision Improvements which the City has accepted for maintenance. If, during construction of the Developer Project Improvements or the City Subdivision Improvements, a Developer Event of Default has occurred under this Agreement, beyond any applicable cure period, or in the event of an emergency which is not timely addressed, the City may enter the Property to make any repairs to the Developer Project Improvements and/or the City Subdivision Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to make repairs or alterations on behalf of the Developer.

Section 6.15. Competitive Bidding. The construction of the Developer Project Improvements and the City Subdivision Improvements is exempt from the competitive bidding requirements of Texas Local Government Code Section 252.022(a)(9). If the Approved Developer Project Improvement Costs or the Approved City Subdivision Improvement Costs do not meet the parameters for exemption from the competitive bid requirement, then either competitive

bidding or the alternative delivery procurement method may be utilized by the City, as allowed by Applicable Law.

ARTICLE VII

FUNDING OF DEVELOPER PROJECT IMPROVEMENTS AND CITY SUBDIVISION IMPROVEMENTS

Section 7.01. City Obligation Limited With Respect to Developer Project Improvements.

(a) Upon written acceptance of the Developer Project Improvements and the City Subdivision Improvements by the City, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of the Developer Project Improvements and the City Subdivision Improvements, including all costs thereof and relating thereto.

(b) The City's obligation with respect to the City Reimbursement as set forth in this Agreement and the SAP, shall be limited to and further defined in the Construction Funding Agreement and shall not exceed the Developer Project Improvement Reimbursement Cap and the City Subdivision Improvement Reimbursement Cap, as applicable.

(c) The City shall have no responsibility to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indentures, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay or reimburse the Developer for the Approved Developer Project Improvement Costs.

Section 7.02. Payment Process. The City shall authorize payment or the City Reimbursement as set forth herein and in accordance the Construction Funding Agreement.

Section 7.03. Non-Issuance of PID Bonds and Developer Project Improvements Reimbursement from Assessment Fund. In the event the City does not approve the PID Bonds, reimbursement or payment from Assessment revenues shall be made pursuant to the terms and provisions of this Agreement and in accordance with the provisions of an agreement between the City and the Developer consistent with the requirements under Section 372.023, Texas Local Government Code, as amended (a "**PID Reimbursement Agreement**") or the Construction Funding Agreement.

Section 7.04. City Obligation Not Limited With Respect to City Subdivision Improvements and Park Land.

(a) The City is obligated to provide funds for the City Subdivision Improvements pursuant to the City's Subdivision Ordinance and from available funds consistent with the City's capital investment program and other City funding sources, as applicable.

(b) The City Reimbursement related to the City Subdivision Improvements shall be made in accordance with Section 5.09 above and shall not exceed the City Subdivision Improvement Reimbursement Cap.

ARTICLE VIII

PARK LAND AND PARK IMPROVEMENTS

Section 8.01 Park Reimbursement Agreement. The City, Owner and Developer obligations related the Park Land and Park Improvements are set forth in the Park Reimbursement Agreement attached here to as **Exhibit C**.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations and Warranties of the 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 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 best of the City's knowledge, threatened in any court to restrain or enjoin the construction of the Developer Project Improvements or the City Subdivision 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 9.02. 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 Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the

State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer represents that and warrants that they have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid, and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or Governmental Authority.

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

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

(e) Legal Proceedings. There is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the best knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer, any key person or their respective affiliates and representatives, , or any Developer Affiliate, the outcome of which would (i) 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 (ii) 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 X

TERMINATION EVENTS

Section 10.01. Early Termination. This Agreement shall terminate prior to the Public Improvement Completion Date upon any one of the following:

(a) Upon the written agreement of the Parties; or

(b) On the date set forth in a written notice by either Party to the other Party if the other Party breaches any of the terms and conditions of this Agreement and such breach is not cured on or before the sixtieth (60^{th}) day after receipt of written notice thereof;

(c) On the date set forth in a written notice from the City, if the Developer or Developer Affiliate suffers an event of Bankruptcy or Insolvency;

(d) On the date set forth in a written notice from the City, if any Impositions owed to City or the State of Texas by the Developer becomes delinquent (provided, however, Developer retains the right to timely and properly protest and contest any such Impositions);

Section 10.02. Developer Termination Events. The Developer may terminate this Agreement if the City does not: (i) sell PID Bonds by the Bond Pricing Date; or (ii) levy Assessments for construction of the Developer Project Improvements by the Bond Pricing Date; or (iii) fund the City Participation Amount and reimburse the Developer for the City Subdivision Improvements as set forth in this Agreement.

Section 10.03. City Termination Events.

(a) The City may terminate this Agreement if the City determines: (i) not to issue PID Bonds by the Bond Pricing Date to fund the construction of the Developer Project Improvements; and (ii) not to levy Assessments by the Project Improvement Financing Date.

(b) The City may terminate this Agreement upon an uncured Event of Default by the Developer pursuant to Article XII herein.

(c) The City may terminate this Agreement if the Commencement Date for the first phase has not occurred by January 8, 2025; provided however, the City may not terminate the Agreement if the Public Improvement Commencement Date has not been reached as a result of the City's failure to approve the Approved Plans.

(d) The City may terminate this Agreement, at any time if the Developer Project Improvements or the City Subdivision Improvements are not completed by the Completion Date, unless such date is extended pursuant to the terms of this Agreement.

Section 10.04. 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 the Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Developer Project Improvements or City Subdivision Improvements accepted by the City or (ii) Developer Project Improvement Costs or City Subdivision Improvement Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to City Reimbursement.

Section 10.05. 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 applicable Indenture or (ii) construct or cause to be constructed the remaining Developer Project Improvements, payable from PID Bond Proceeds.

ARTICLE XI

TERM

Section 11.01. Term. This Agreement shall terminate upon the earlier of: (i) the Expiration Date; (ii) the date all PID Bond Proceeds have been expended for the construction of all of the Developer Project Improvements and the Developer has been reimbursed for all Approved Costs and Eligible Expenses; (iii) the occurrence of a termination event under Article X; (iv) or an Event of Default under Article XII.

ARTICLE XII

DEFAULTS 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) calendar 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.

(b) 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 Contractors fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(c) 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) calendar days after written notice thereof is given by the City to the Developer.

(d) The filing by the Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights.

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

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

(g) The failure by the Developer or any Developer Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Developer Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; provided the Developer or any Developer Affiliate may properly follow legal procedures to protest or contest any such Impositions.

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

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 Section 12.01(g)). Except with respect to cure periods set forth in Section 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) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(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 fifteen (15) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 12.03. City 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, specific performance, damages (excluding punitive, special, or consequential 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, 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 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) As long as the Developer has complied with the terms and provisions of this Agreement, if 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) calendar days after the later of 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) calendar days after written notice thereof is given by the Developer to the City.

Section 12.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal or equitable remedy or remedies specifically including damages as set forth below (specifically excluding punitive, special, and consequential damages), 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 Event of Default by the City is not addressed as herein provided.

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

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

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, and the City's immunity from suit is waived only as specifically set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived is 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 the City under this Agreement or any reimbursement agreement and is payable solely from Assessment revenues;

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

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

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

INSURANCE, INDEMNIFICATION, AND RELEASE

Section 13.01. Insurance. With no intent to limit any Contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Developer Project Improvements and City Subdivision Improvements, certain insurance, as always provided below in full force and effect during construction of the Developer Project Improvements and City Subdivision Improvements and shall require that the City is named as an additional insured under such Contractor's insurance policies:

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each Contractor to obtain and maintain at their expense, the following policies of insurance and coverage and provided below and attached as **Exhibit N**:

(i) Commercial general liability insurance insuring the City, Contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of the Developer, the Owner, the City and their respective officers, directors, agents, Contractors, or employees, in the amount of $5,000,000 per occurrence or a limit equal to the amount of the contract amount, $5,000,000 general aggregate bodily injury and property damage. The Contractor may procure and maintain a master or controlled insurance policy to satisfy the requirements of this section, which may cover other property or locations of the Contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the Contractor pursuant to the Construction Agreements involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than $5,000,000 combined single limit for bodily injury, death, and property damage liability;

(iv) Professional liability insurance for errors and omissions coverage in the amount of not less than $5,000,000;

(v) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(vi) Each policy of insurance with the exception of worker's compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vii) Each policy, with the exception of worker's compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(viii) The Developer shall cause each Contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement Date Developer Project Improvements and City Subdivision Improvements and within ten (10) days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the Contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Contractor shall within ten (10) business days after written request provide the City with the certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 13.02. Waiver of Subrogation. The commercial general liability, worker's compensation, business auto and excess liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 13.03. Additional Insured Status. With the exception of worker's compensation Insurance and any professional liability insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using additional insured endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 13.04. Certificates of Insurance. Certificates of insurance and policy endorsements in a form satisfactory to the City shall be delivered to the City prior to the commencement of any work or services on the Developer Project Improvements and City Subdivision Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its Contractors) to provide certificates of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of the City Reimbursement or any other amounts to the Developer by the City.

Section 13.05. Carriers. All policies of insurance required to be obtained by the Developer and its Contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and reasonably approved by the City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy

endorsements submitted by the Developer's and its Contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected

Section 13.06. Indemnification. THE DEVELOPER AND THE OWNER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES (COLLECTIVELY THE "**CITY**" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER, THE OWNER OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER AND THE OWNER ARE LEGALLY RESPONSIBLE (COLLECTIVELY, THE "**DEVELOPER**" FOR PURPOSES OF THIS SECTION) IN THE DEVELOPER'S PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "**CLAIMS**"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "**CLAIMS**" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN THE DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE;

HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

THE RIGHTS AND OBLIGATIONS OF THE DEVELOPER HEREIN SHALL NOT BE LIMITED TO ANY INSURANCE REQUIRED HEREIN AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered

If intended for the Developer, to:

Attn: Aaron Sherman
SW Haggard Master Developer, LLC
4145 Travis, Suite 300
Dallas, Texas 75204

With a Copy to:

Attn: Ross Martin
Winstead PC
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

If intended for the Owner, to:

Attn: Rutledge Haggard
Haggard Enterprises Limited, Ltd.
800 Central Pkwy E #100
Plano, TX 75074

Attn: Rutledge Haggard
Acres of Sunshine, Ltd.
800 Central Pkwy E #100
Plano, TX 75074

If intended for the City, to:	**With a Copy to:**
Attn: Mark D. Israelson City Manager City of Plano, Texas Plano Municipal Center 1520 K Avenue Plano, Texas 75074	Attn: Paige Mims City Attorney City of Plano, Texas Plano Municipal Center 1520 K Avenue, Suite 340 Plano, Texas 75074

Section 14.02. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14.03. Assignment. Except for assignment of this Agreement in whole and not in part by the Developer to a Developer Affiliate, the Developer may not assign this Agreement without the prior written consent of the City Manager, which consent will not be unreasonably withheld. Notwithstanding the foregoing, no assignment of this Agreement by the Developer, whether with or without the City's consent, shall not be effective and binding on the City unless and until a copy of the document signed by the assignor and assignee in which the assignee has agreed to assume all of the assignor's rights and obligations under this Agreement has been delivered to the City and; provided, further, that no such assignment or sell shall be made without prior written consent of the City if such transfer, would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties.

Section 14.04. Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

Section 14.05. Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas without regard to choice of law rules; and venue for any action concerning this Agreement shall be in a State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 14.06. Entire Agreement. This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

Section 14.07. Recitals. The Recitals to this Agreement are incorporated herein as part of this Agreement.

Section 14.08. Exhibits. The following exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same:

Exhibit A – Property Legal Description
Exhibit B – Park Land Depiction
Exhibit C – Park Reimbursement Agreement
Exhibit D – Professional Services Agreement
Exhibit E – Financial Party Responsibility and Reimbursement
Exhibit F – City Subdivision Improvements
Exhibit G – City Subdivision Improvement Costs
Exhibit H – Closing Disbursement Request
Exhibit I – Developer Project Improvements
Exhibit J – Developer Project Improvement Costs
Exhibit K – Landowner Consent
Exhibit L – Payment Certificate
Exhibit M – Phase I Construction
Exhibit N – Policies of Insurance

Section 14.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 14.10. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

Section 14.11. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign, and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Section 14.12. Vested Rights/Chapter 245 Waiver. The Parties shall be subject to all ordinances of the City, whether now existing or arising in the future. This Agreement shall confer no vested rights on the Property, or any portion thereof. The Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to the City "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. The Developer hereby releases and discharges the City, its officers, agents, contractors, consultants, and employees from all claims, demands, and causes of action which could be alleged relating to or arising out of a vested rights under Chapter 245 Texas Local Government Code or other laws in connection with this Agreement. This section shall survive termination of this Agreement.

Section 14.13. No Boycott of Israel Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002,

Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes..

Section 14.14. Sanctioned Countries Representation. 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, as amended, and posted under the following Divestment Statute Lists: "Scrutinized Companies with ties to Foreign Terrorist Organizations," "Scrutinized Companies with ties to Iran," or "Scrutinized Companies with ties to Sudan" of such officer's Internet website that are available at:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable 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.

Section 14.15. No Discrimination Against Energy Companies Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session ("SB 13")), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 14.16. No Discrimination Against Firearm Entities and Firearm Trade Associations Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session ("SB 19")), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 14.17. Definition of the Term Affiliate. As used in Sections 14.12 through 14.16, the Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 14.18. Application. Sections 14.12 – 14.16 of this section do not apply if the Developer is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Developer has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

Section 14.19. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

Section 14.20. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The City Manager, or designee, is authorized to execute any amendments to this Agreement and any instruments related hereto**.**

Section 14.21. Third Parties. This Agreement is intended solely for the benefit of the Parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the Parties hereto.

Section 14.22. Amendment. This Agreement may only be amended by a written agreement executed by all Parties. The City Manager is authorized on behalf of City and the Board to execute any amendments hereto and any instruments or other agreements related hereto to effectuate the intent of this Agreement.

Section 14.23. Legal Construction. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions. It is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement, which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14.24. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, relating to a period of time following the termination of this Agreement shall survive termination.

SIGNED AND AGREED this _____ day of _____, 2023.

THE CITY:

CITY OF PLANO, TEXAS

By: _____
Mark D. Israelson, City Manager

ATTEST:

_____
Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

_____
Paige Mims, City Attorney

SIGNED AND AGREED this _____ day of _____, 2023.

THE DEVELOPER:

SW HAGGARD MASTER DEVELOPER, LLC,
a Texas limited liability company

By: Stillwater Capital Investments, LLC,
a Texas limited liability company,
its Manager

By:_____
Name: Aaron Sherman
Its: Manager

SIGNED AND AGREED this _____ day of _____, 2023.

THE OWNER:

HAGGARD ENTERPRISES LIMITED, LTD.,
a Texas limited partnership

By: RH GPCO, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name: Rutledge Haggard
Its: Manager

ACRES OF SUNSHINE, LTD.,
a Texas limited partnership

By: RH GPCO, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name: Rutledge Haggard
Its: Manager