PID Reimbursement Agreement

Martin Public Improvement District

This PID Reimbursement Agreement – Martin Public Improvement District (this "Agreement") is entered into by Rowe Lane Development, Ltd., a Texas limited partnership (the "Developer") and the City of Pflugerville (the "City"), to be effective January 25, 2022 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS, on December 8, 2020, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 40.774 contiguous acres within the City's corporate limits and which land is described in the PID Creation Resolution; and

1.2 WHEREAS, on January 25, 2022, the City Council passed and approved an Assessment Ordinance approving the Martin Public Improvement District Service and Assessment Plan ("SAP" as further defined in Section 2.30); and

1.3 WHEREAS, on December 14, 2021, the City Council passed and approved Resolution No. 0950 (the "Cost Determination Resolution") determining the costs of the proposed Authorized Improvements based on the Preliminary Service and Assessment Plan, approving a proposed Assessment Roll, and directing that the proposed Assessment Roll be made available for public inspection; and

1.4 WHEREAS, the SAP identifies and sets forth the Actual Costs of Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property; and

1.5 WHEREAS, the Parties intend for the Actual Costs of the Authorized Improvements to be reimbursed to Developer, in accordance with the terms of this Agreement, the SAP, and Section 372.023(d)(1) of the Act; and

1.6 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution, the Cost Determination Resolution, and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g. the SAP), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.2 "Actual Costs" are defined in the SAP.

2.3 "Agreement" is defined in the introductory paragraph.

2.4 "Annual Collection Costs" is defined in the SAP

2.5 "Annual Installment" is defined in the SAP.

2.6 "Annual Payment" means the annual payment made to the Developer by the City from the Martin PID Reimbursement Fund equal to the amount of the Annual Installment less Annual Collection Costs and Delinquent Collection Costs for each Parcel but shall be no greater than the amount of the yearly Assessment Revenue less Annual Collection Costs and Delinquent Collection Costs.

2.7 "Assessed Property" is defined in the SAP.

2.8 "Assessment" is defined in the SAP.

2.9 "Assessment Ordinance" is defined in the SAP.

2.10 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments.

2.11 "Assessment Roll" is defined in the SAP and included in the SAP as Exhibit E.

2.12 "Authorized Improvements" are defined in the SAP.

2.13 "Certification of Cost" means a certificate to be provided by the Developer, or its designee, to substantiate the Actual Costs of one or more Authorized Improvements, which may be in segments or sections.

2.14 "City" means the City of Pflugerville, Texas.

2.15 "City Representative" means the person authorized by the City Council to undertake the actions referenced herein.

2.16 "City Council" means the duly elected governing body of the City.

2.17 "Default" is defined in Section 4.6.1.

2.18 "Delinquent Collection Costs" are defined in the SAP.

2.19 "Developer" means Rowe Lane Development, Ltd., a Texas limited partnership, and any successor or owner of the Property or any portion thereof with the obligation to construct all or a portion of the Authorized Improvements.

2.20 "Developer Advances" mean advances made by the Developer to pay Actual Costs of the Authorized Improvements.

2.21 “Effective Date” is defined in the introductory paragraph.

2.22 “Failure” is defined in Section 4.6.1.

2.23 “Martin PID Reimbursement Agreement Balance” is defined in Section 3.3.

2.24 “Martin PID Reimbursement Fund” means the fund established by the City under this Agreement, and segregated from all other funds of the City, into which the City deposits Assessment Revenue.

2.25 “Maturity Date” is the earlier of (1) thirty (35) years from the Effective Date of this Agreement, or (2) the date that the Martin PID Reimbursement Agreement Balance is paid in full in accordance with the terms of this Agreement.

2.26 “Parcel” is defined in the SAP.

2.27 “Party” or “Parties” are defined in the introductory paragraph.

2.28 “PID” is defined as the Martin Public Improvement District created by the PID Creation Resolution.

2.29 “PID Creation Resolution” is defined as Resolution 1829-20-12-08-0804 passed and approved by the City Council on December 8, 2020.

2.30 “SAP” is defined as Martin Public Improvement District Service and Assessment Plan approved as part of the January 25, 2022 Assessment Ordinance, as the same may be amended from time to time by City Council action.

2.31 “Transfer” and “Transferee” are defined in Section 4.8.

2.32 “Trigger Date” is defined in the SAP.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. The City shall immediately upon receipt deposit into the Martin PID Reimbursement Fund all Assessment Revenues consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection) levied against Assessed Property; and (2) revenue collected from the payment of Annual Installments, excluding Delinquent Collection Costs, of Assessments levied against Assessed Property. Annual Installments of the Assessments shall be billed and collected by the City, or by any person, entity, or governmental agency permitted by law, in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the Martin PID Reimbursement Fund shall only be used to pay the Martin PID Reimbursement Agreement Balance in accordance with this Agreement.

3.2 Payment of Actual Costs. The Developer may elect to make Developer Advances to pay Actual Costs. The Developer shall also make Developer Advances to pay for cost overruns, after

applying cost savings. The lack of funds in the Martin PID Reimbursement Fund shall not diminish the obligation of the Developer to pay Actual Costs.

3.3 Payment of the Martin Reimbursement Agreement Balance. The City agrees to reimburse the Developer, and the Developer shall be entitled to receive payments from the City for amounts equal to then-current expended amounts related to the Actual Costs shown on each Certification of Cost, which amounts include only Actual Costs paid by or at the direction of the Developer, plus interest on the unpaid principal balance (the "Martin PID Reimbursement Agreement Balance") in accordance with the terms of this Agreement until the Maturity Date; provided, however, the Actual Costs shall not exceed $5,182,651.00. Any unpaid balance of a Certification of Cost for Actual Costs that has been approved by the City in accordance with this Agreement shall bear simple interest at the rate of 4.10% per annum thereafter through the Maturity Date. Such interest shall begin to accrue from the Trigger Date (as defined in the SAP) for the Assessments levied against the section of the Assessed Property benefitting from the Authorized Improvements contained in the Certification of Cost. The interest rate has been approved by the City Council and complies with Section 372.023(e) of the Act and was determined based upon the Bond Buyer Revenue Bond Index published in The Bond Buyer, a daily publication that publishes this interest rate index, and on the date of determination, January 13, 2022, which date was within the month before the effective date of this Agreement, the index rate was 2.10%. The obligation of the City to pay the Martin PID Reimbursement Agreement Balance is payable solely from the Assessment Revenue deposited in the Martin PID Reimbursement Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Martin PID Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments from the Martin PID Reimbursement Fund shall be applied in accordance with this Agreement. The Martin PID Reimbursement Agreement Balance is authorized by the Act, was approved by the City Council, and represents the total costs to be assessed against the Assessed Property for the Authorized Improvements which, upon completion, will be dedicated in fee, by agreement, or by easement to the City.

3.4 Disbursements from Martin PID Reimbursement Fund. After completion of construction of an Authorized Improvement, the Developer may submit a Certification of Cost, to the City substantially in the form attached as Exhibit A, for reimbursement of the Actual Costs of an Authorized Improvement. After the initial request, the Developer may submit additional Certifications of Cost to the City but not more than one (1) per month. Within fifteen (15) business days following receipt of any Certification of Cost, the City shall either: (1) approve the Certification of Cost, or (2) provide the Developer with written notification of disapproval of all or part of a Certification of Cost, specifying the basis for any such disapproval. If there is a dispute over the amount of any cost, the City shall nevertheless accept the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next Annual Payment is paid to the Developer. The City shall disburse the Annual Payment from the Martin PID Reimbursement Account on the first business day in September of each year following the first Annual Installment collection on January 31st. This process will continue until payment in full of the Martin PID Reimbursement Agreement Balance as described in Section 3.3 of this Agreement but no later than the Maturity Date. Each payment from the Martin PID Reimbursement

Fund shall be accompanied by an accounting that certifies the Martin PID Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the Martin PID Reimbursement Fund since the last payment.

3.5 Cost Overrun or Cost Underrun. Upon the final acceptance by the City of any Authorized Improvements and approval of Certification of Cost for such Authorized Improvements, if the Actual Costs of such Authorized Improvements are less than the budgeted costs (a "Cost Underrun"), then any remaining budgeted amount will be available to pay in the event that the Actual Costs of any other Authorized Improvements are more than the budgeted costs (" Cost Overruns"), if any, for the Martin PID.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Martin PID Reimbursement Fund. No other City funds, revenues, taxes, or income of any kind shall be used to pay or reimburse: (1) the Actual Costs, or (2) the Martin PID Reimbursement Agreement Balance even if the Martin PID Reimbursement Agreement Balance is not paid in full on or before the Maturity Date. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants, or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay from Martin PID Reimbursement Fund. Subject to the provisions of Section 3.5, if the Developer has complied with the terms of this Agreement, then following the inspection and approval of any portion of an Authorized Improvement for which Developer seeks reimbursement of the Actual Costs by submission of a Certification of Cost, the obligations of the City under this Agreement to pay Annual Payments to the Developer from the Martin PID Reimbursement Fund are unconditional AND NOT subject to any defenses or rights of offset.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and in accordance with this Agreement and any other agreement between the parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with laws, regulations and rules, including City ordinances and regulations, and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City and the Developer shall enter into a license agreement authorizing Developer's entry upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and

acceptance of Authorized Improvements will be in accordance with applicable laws, regulations, and rules, including City ordinances and regulations.

3.9 Security for Authorized Improvements. At the time of conveyance to the City of the Authorized Improvements, the Developer will cause to be provided to the City a maintenance bond in the amount required by the City's regulations for applicable Authorized Improvements, which maintenance shall be for a term of two (2) years from the date of the City's final acceptance of the applicable Authorized Improvements if the contractor who constructed the Authorized Improvements has not previously provided the maintenance bond to the City. Any surety company through which a bond is written shall be a surety company duly authorized to conduct business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to conduct business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, in the amount of one hundred twenty percent (120%) of the disputed amount.

3.10 Ownership and Transfer of Authorized Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least twenty (20) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any matters listed in a preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City. An easement affecting the land related to the Authorized Improvements, that existed on December 8, 2020, shall not be the basis for a title objection.

3.11 Correction of Defects. Conveyance of the Authorized Improvements to City shall not relieve Developer of liability for the correction of any existing engineering or construction defects then existing in the Authorized Improvements and identified by City within two years of the conveyance of the Authorized Improvements, for satisfaction of any unpaid claim for materials or labor. City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event Developer fails to promptly correct any such defect or satisfy any such claim, City may elect to do so and, in such event, shall have full rights of subrogation. Developer shall pay City for City's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.12. Survival or Representations. All representations, warranties and agreements of the Parties hereunder shall survive the conveyance of the Authorized Improvements to City.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the Maturity Date.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not an agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two (2) years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or is bound.

4.5.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.6.2 If the Developer is in Default, the City shall have available all remedies at law or in equity, provided no default by the Developer shall entitle the City to terminate this Agreement or withhold payments to the Developer from the Martin PID Reimbursement Fund in accordance with this Agreement.

4.6.3 If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Agreement.

4.6.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferee shall have the right but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.7 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside of this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.8 Exclusive Rights of Developer. Developer's right, title, and interest in and to the Annual Payments of the Martin PID Reimbursement Agreement Balance, as described herein, shall be the sole and exclusive property of the Developer (or its Transferee), and no other third party shall have any claim or right to such funds unless the Developer transfers its rights to its Martin PID Reimbursement Agreement Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Developer's right, title, or interest in and to the payment of its Martin PID Reimbursement Agreement Balance (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer is provided to the City. The written notice shall include (A) the name and address of the Transferee, and (B) a representation by the Developer that the Transfer does not and will not result in the issuance of, or security for, municipal securities by any other state of the United States or political subdivision thereof. No Transfer of payments hereunder may be pledged to the payment

of debt service on securities issued by any state of the United States or any political subdivision thereof without the prior approval of the City Council.

4.9 Transfers. Developer may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Property from time to time to any party in connection with the sale of the Property or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the SAP to any party so long as the assigned rights and obligations are assumed without modifications to this Agreement or the SAP. Developer shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, No such assignment shall release Developer from any obligations under this Agreement or liability with respect to this Agreement for the part of the Property so assigned.

4.10 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Travis County, Texas.

4.11 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) seventy-two (72) hours after deposited with the United State Postal Service, Certified Mail, Return Receipt Requested.

To the City: City of Pflugerville
Attn: City Manager
P.O. Box 589
Pflugerville, Texas 78660

To the Developer: Rowe Lane Development, Ltd.
Attn: Matthew Tiemann
21100 Carries Ranch Road
Pflugerville, Texas 78660
Telephone: (512) 990-1933
Facsimile: (512) 990-1938

Any Party may change its address by delivering notice of the change in accordance with this section.

4.12 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of this Agreement controls. This Agreement may only be amended by written agreement of the Parties.

4.13 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.14 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.15 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

4.16 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.17 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

4.18 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

4.19 Texas Ethics Commission Form 1295 Certificate of Interested Parties. The Developer hereby verifies that it has submitted a disclosure of interested parties to the City pursuant to the requirements of Section 2252.908, Texas Government Code and Chapter 46 of the rules of the Texas Ethics Commission.

4.20 No Firearms Discrimination. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), 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 during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, as set forth in Section 2274.001(3), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

4.21 No Boycott of Energy Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), 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 comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" 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 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), as set forth in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

4.22. No Waiver of Powers or Immunity. City does not waive or surrender any of its governmental powers, immunities or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

4.23. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

4.24. Indemnity. DEVELOPER SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES (HEREIN COLLECTIVELY REFERRED TO AS "LOSSES") OF WHATSOEVER NATURE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COSTS OF LITIGATION, COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID TO DISCHARGE JUDGMENTS RELATING TO ANY CLAIM, LAWSUIT, CAUSE OF ACTION OR OTHER LEGAL ACTION OR PROCEEDING BROUGHT AGAINST CITY OR TO WHICH CITY MAY BE A PARTY, DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACQUISITION, PURCHASE OR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS PRIOR TO THE PAYMENT TO DEVELOPER FOR THE PID PROJECTS PURSUANT TO SECTION 3 HEREOF. IN THE EVENT OF ANY ACTION BROUGHT AGAINST CITY IN WHICH INDEMNIFICATION BY DEVELOPER IS APPLICABLE, CITY SHALL PROMPTLY GIVE WRITTEN NOTICE TO DEVELOPER AND DEVELOPER SHALL ASSUME THE INVESTIGATION AND DEFENSE OF SUCH ACTION, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. CITY SHALL HAVE THE RIGHT, AT CITY'S EXPENSE, TO EMPLOY SEPARATE COUNSEL AND TO PARTICIPATE IN THE INVESTIGATION AND DEFENSE OF ANY SUCH ACTION. DEVELOPER SHALL NOT BE LIABLE FOR THE SETTLEMENT OF ANY SUCH ACTION MADE BY CITY WITHOUT THE CONSENT OF DEVELOPER; PROVIDED, HOWEVER, IN THE EVENT OF ANY SETTLEMENT ENTERED INTO WITH THE CONSENT OF DEVELOPER OR OF ANY FINAL JUDGMENT FOR A PLAINTIFF IN ANY SUCH ACTION, DEVELOPER SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ANY LOSSES INCURRED BY REASON OF SUCH SETTLEMENT OR JUDGMENT. THE EXPIRATION OF THE TERM OF THIS AGREEMENT SHALL NOT RELIEVE DEVELOPER FROM ANY LIABILITY HEREUNDER ARISING PRIOR TO THE EXPIRATION OF THIS AGREEMENT.

[Execution pages follow.]

CITY OF PFLUGERVILLE

By:_____
Name: Sereniah Breland
Title: City Manager

ATTEST:

By:_____

_____, City Secretary

ROWE LANE DEVELOPMENT, LTD.
A Texas limited partnership

By: Tiemann Land and Cattle Development, Inc., its General Partner

By:_____
Matthew R. Tiemann, President

Exhibit A

FORM OF CERTIFICATION OF COST

The undersigned is an agent for Rowe Lane Development, Ltd., a Texas limited partnership (the "Developer") and requests from the City of Pflugerville, Texas (the "City") acceptance of Actual Costs prepared by a licensed engineer associated with the Authorized Improvements to be reimbursed to Developer in Annual Payments from the Martin PID Reimbursement Fund in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Martin Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement - Martin Public Improvement District between the Developer and the City (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification of Cost on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The acceptance of Actual Costs for the below referenced Authorized Improvements has not been the subject of any prior Certification of Cost submitted for the same work to the City.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, and/or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan (the "SAP").

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement and the SAP.

5. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

7. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment thereof). One hundred percent (100%) of soft costs (e.g. engineering,

costs, inspection fees, and the like) may be paid prior to the City's acceptance of such Authorized Improvements (or segment thereof).

Cost are as follows:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

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

Pursuant to the Reimbursement Agreement, after receiving this Certification of Cost, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

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

ROWE LANE DEVELOPMENT, LTD.
A Texas limited partnership

By: Tiemann Land and Cattle Development, Inc., its General Partner

By:_____
Matthew R. Tiemann, President

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification of Cost, acknowledges the Certification of Cost, acknowledges that the Authorized Improvements (or completed segment thereof) covered by the certification have been inspected by the City, and otherwise finds the Certification of Cost to be in order. After reviewing the Certification of Cost, the City approves the Certification of Cost and the payments to be made from the Martin PID Reimbursement Fund to the Developer.

CITY OF PFLUGERVILLE

By:_____
Name: _____
Title: _____

Date:_____