CITY OF MANSFIELD PUBLIC IMPROVEMENT DISTRICT NO. 2
REIMBURSEMENT AGREEMENT

This City of Mansfield Public Improvement District Improvement No. 2 Reimbursement Agreement (this "Reimbursement Agreement") is executed by and between the City of Mansfield, Texas (the "City") and Kinney Park, LLC, a Texas limited liability company, (the "Developer") (individually referred to as a "Party" and collectively as the "Parties") to be effective as of May 13, 2024 (the "Effective Date").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *City of Mansfield Public Improvement District No. 2 Service and Assessment Plan*, dated as of the date of its approval, as to be adopted by the City Council of the City, as the same may be amended, supplemented, and updated from time to time (the "Service and Assessment Plan"); and

WHEREAS, on April 22, 2024, the City Council passed and approved a resolution (the "Resolution") creating the City of Mansfield Public Improvement District No. 2 (the "District") encompassing the property described by metes and bounds in said Resolution (the "District Property"); and

WHEREAS, the purpose of the District is to finance certain public improvements serving the District as provided by Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the City and confer a special benefit on the property being assessed by the City; and

WHEREAS, the District Property is being developed in accordance with that certain development agreement, executed by and between the Developer and the City effective April 22, 2024 (the "Development Agreement"); and

WHEREAS, the District Property is being developed in one phase (the "Improvement Area") by the Developer and special assessments (the "Improvement Area Assessments") will be levied against benefitted properties within the Improvement Area of the District (the "Improvement Area Assessed Property") to pay the costs of the public improvements that confer a special benefit on the Improvement Area Assessed Property (the "Improvement Area Improvements"); and

WHEREAS, the City Council intends to pass and approve an ordinance ("Assessment Ordinance") which, among other things, shall approve the final Service and Assessment Plan and any amendments thereto, (including the Improvement Area Assessment Roll), and shall levy Improvement Area Assessments on property within the Improvement Area of the District, and shall establish the dates upon which collection of such Improvement Area Assessments will begin; and

WHEREAS, the Service and Assessment Plan shall identify the Actual Costs of the Improvement Area Improvements (as set forth in the Service and Assessment Plan) (the "Improvement Area Improvement Costs") that are to be assessed against the Improvement Area Assessed Property; and

WHEREAS, the Service and Assessment Plan shall allocate the Improvement Area Improvement Costs to Improvement Area Assessed Property; and

WHEREAS, the Improvement Area Assessments will be reflected on an Improvement Area Assessment Roll, as approved by the City Council; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area Assessments (the "Improvement Area Assessment Revenue") shall be deposited into a separate fund of the City (the "Improvement Area Assessment Fund") established for the District, that is separate from all other funds of the City; and

WHEREAS, the Improvement Area Assessment Revenue deposited into the Improvement Area Assessment Fund shall be used to reimburse Developer and its assigns for the Improvement Area Improvement Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed $9,986,652; and

WHEREAS, the obligations of the City to use the Improvement Area Assessments hereunder is authorized by the PID Act; and

WHEREAS, this Reimbursement Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Improvement Area Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan that were within the costs shown on the Service and Assessment Plan, plus interest on the unpaid balance as set forth in Section 2(c) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amount as set forth

in the Service and Assessment Plan, such amounts not to exceed $9,986,652 (the "Improvement Area Reimbursement Amount"), plus interest accrued as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Improvement Area Assessment Fund." The Improvement Area Reimbursement Amount is payable from Improvement Area Assessment Revenue to be deposited in the Improvement Area Assessment Fund as described below and in accordance with this Reimbursement Agreement.

a. The Improvement Area Reimbursement Amount is payable solely from the Improvement Area Assessment Revenue received and collected by the City and deposited into Improvement Area Assessment Fund.

b. The Improvement Area Assessment Revenue shall be received, collected and deposited into the Improvement Area Assessment Fund, subject to the following limitations:

    i. Calculation of the Improvement Area Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the Service and Assessment Plan.

    ii. The Improvement Area Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Improvement Area Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the Service and Assessment Plan, or (ii) until the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.

    iii. The Developer and its assigns shall be reimbursed in an Improvement Area Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of $9,986,652, plus interest for the time period as both are set forth in the Service and Assessment Plan, from the Improvement Area Assessment Fund and as allowed under this Section.

    iv. The unpaid Improvement Area Reimbursement Amount shall bear simple interest per annum beginning on the date that all Improvement Area Improvements have reached final completion and have been dedicated to the City and at the rate set forth in the Service and Assessment Plan, which rate does not exceed the rates as set forth in Subsections 372.023(e)(1) and (e)(2) of the PID Act.

3. The Improvement Area Reimbursement Amount, plus the interest as described in Section 2(c)(ii) above, are collectively, the "Improvement Area Unpaid Balance." The Unpaid

Balance is secured by and payable solely from the Improvement Area Assessment Revenue received and collected by the City and deposited into the Improvement Area Assessment Fund, subject to Section 3 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Improvement Area Improvement Area Unpaid Balance, even if the Improvement Area Unpaid Balance is not paid in full by the maturity date of the Improvement Area Assessments. This Reimbursement 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 Improvement Area Assessment Revenue received, collected and deposited into the Improvement Area Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Improvement Area Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the "Applicable Laws") to cause the Improvement Area Assessments to be collected and the liens related to such be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area Assessments for so long as an Improvement Area Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

4. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Improvement Area Improvement Costs as set forth in the Service and Assessment Plan. If the Improvement Area Improvement Costs are less than the amounts set forth in Service and Assessment Plan, the Developer shall not be entitled to such excess amounts.

5. The Developer represents and warrants that it will not request payment with respect to any Improvement Area Improvement Costs that are not part of the Improvement Area Improvements, identified in the Service and Assessment Plan.

6. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City's acceptance of the Improvement Area Improvements, pursuant to the City's customary process, and submittal of sufficient documentation as reasonably determined by the City's PID Administrator that reflect the Improvement Area Improvement Costs and paid by Developer (a "Reimbursement Payment Request") in a form reasonably acceptable to the City and the City's PID Administrator.

7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Improvement Area Unpaid Balance (a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 18 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties. The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement, any Improvement Area Assessment Revenues received hereunder.

8. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City's ordinances and regulations.

9. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Improvement Area Improvements from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Improvement Area Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Improvement Area Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Improvement Area Improvement constructed by the Developer.

10. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area Improvement and, upon completion, inspection and acceptance, convey each such Improvement Area Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there

are insufficient funds in the Improvement Area Assessment Fund to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Improvement Area Improvements, required in connection with the development of the land within the District.

11. Within twenty (20) business days of receipt of any Reimbursement Payment Request, the City's PID Administrator shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the City for payment (from those funds available in the Improvement Area Assessment Fund), or (ii) in the event the City's PID Administrator disapproves the Reimbursement Payment Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall process such partially approved Reimbursement Payment Request for payment.

12. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area Assessment Fund, as applicable, and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

13. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Improvement Area Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be construed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

14. The Developer shall furnish to the City a preliminary title report for land with respect for Improvement Area Improvements that are to be acquired and accepted by, but has not been previously conveyed to, the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area Improvement.

15. This Reimbursement 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 to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Tarrant County, Texas.

16. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: _____
_____
_____
_____

With a copy to: _____
_____
_____
_____
_____

To the Developer: Attn: _____
_____
_____
_____
_____

With a copy to: Attn: Timothy G. Green
Coats|Rose P.C.
16000 North Dallas Pkwy.,
Suite 350
Dallas, Texas 75248

17. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area Assessments contrary to the provisions of the PID Act.

18. Remedies:

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure (unless more specifically set forth herein); however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure or Default by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure or Default by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

b. Notwithstanding the foregoing, the following are considered a Default under this Reimbursement Agreement, subject to any notice and applicable cure period as set forth herein:

    i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to the Development Agreement as and when the same shall become due and payable and shall not cure such Default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement;

    ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;

    iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's, rights;

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

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

vi. The failure by Developer or any Affiliate to pay any taxes or Improvement Area Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within fifteen (15) days of provision of written notice thereof.

vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement or

viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder if such breach or default is not cured within thirty (30) days, in the reasonable determination of the City.

c. 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 Reimbursement Agreement.

d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement 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 Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in the Development 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.

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

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

19. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND IF ANY, INDEMNIFY AND HOLD HARMLESS THE CITY'S THIRD PARTY INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.**

20. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.

21. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement 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 Reimbursement Agreement.

22. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.

23. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

24. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.

25. The City represents and warrants that this Reimbursement 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) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

26. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

27. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

28. The term of this Reimbursement Agreement with respect to the Reimbursement Amount is the earlier of (i) one year following the last Annual Installment of an Assessment is collected, (ii) the payment or redemption of the Reimbursement Amount, or (iii)

termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Improvement Area Improvements and Major Improvements that have been approved and accepted by the City pursuant to an approved Certification for Payment or Reimbursement Payment Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement Agreement shall terminate with respect to any reimbursements for Improvement Area Improvements.

29. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.

30. During the term of the Reimbursement Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

31. 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 Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run.

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

is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run.

33. Pursuant to Section 2274.002 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 Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business

league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run.

34. Pursuant to Section 2276.002 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 Reimbursement Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Agreement until the statute of limitations has run,

35. As used in Sections 31 through 34, 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.

36. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

CITY OF MANSFIELD

By: _____
Name: Michael Evans
Title: Mayor

ATTEST

_____
Name: Susana Marin
Title: City Secretary

DEVELOPER:

Kinney Park LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____