

LAKE HOUSTON REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

MAY 13 2021
BOARD PACKET

REINVESTMENT ZONE NUMBER TEN
CITY OF HOUSTON, TEXAS

AGENDA FOR MEETING OF THE BOARD OF DIRECTORS
LAKE HOUSTON REDEVELOPMENT AUTHORITY
REINVESTMENT ZONE NUMBER TEN, CITY OF HOUSTON, TEXAS (LAKE HOUSTON ZONE)

Notice is hereby given that the Board of Directors of Lake Houston Redevelopment Authority (Authority), and Tax Increment Reinvestment Zone Number Ten, Lake Houston Zone (Zone), will hold a joint meeting on **Thursday, May 13, 2021**, at 8:00 a.m., Call-in Number: 1-346-248-7799, Meeting ID: 910 4863 4957, Passcode: 965188 and is open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Establish quorum and call to order.
2. Approve minutes from last meeting.
3. Comments from Council District E, Mayor Pro Tem Dave Martin.
4. Receive public comment.
5. Financial and bookkeeping matters, including Financial Report and payment of bills.
6. Resolution of Reinvestment Zone Number Ten, City of Houston, Texas, authorizing the issuance of Lake Houston Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2021; approving other agreements related to the bonds; and containing other provisions related thereto.
7. Resolution of the Authority authorizing the issuance of Lake Houston Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2021; delegating authority to approve the terms of the bonds; and containing other provisions related thereto.
 - a. Preliminary Official Statement
 - b. Indenture of Trust
8. Resolution approving a contingency reserve policy.
9. Fiscal Year 2022 Annual Operating Budget of the Authority and 5-Year CIP of the Zone.
10. HNTB Report on Northpark Drive Overpass (T-1013) Project, including approve task orders, pay estimates, change orders, and final acceptance.
11. HNTB Report on Northpark Drive Reconstruction (T-1014) Project, including approve task orders, pay estimates, change orders, and final acceptance.
12. Receive presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan.
13. Discuss meeting schedule including date and time of next meeting for **June 10, 2021, at 8:00 a.m.**
14. Convene in Executive Session pursuant to section 551.087, Texas Government Code, to discuss economic development matters of the Zone.
15. Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.
16. Adjourn.



Ralph De Leon, Administrator for the Authority

***As a result of the current COVID-19 virus epidemic emergency, the convening at one location of a quorum of the Board is difficult or impossible. Therefore, the Board will conduct this meeting by telephone conference call rather than by physical quorum pursuant to Texas Government Code Sec. 551.125 and guidance of the Governor of the State of Texas. Members of the public are entitled to participate and address the Board during the telephonic meeting. In all respects, this meeting will be open to the public and compliant with applicable law and guidance of the Governor of the State of Texas. An electronic copy of the Agenda and Board Packet can be found at: info@lhra.com**

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FIVE



LHRA Monthly Financial Report Summary
May Board Meeting
Thursday, May 13, 2021

At the beginning of April, Lake Houston Redevelopment Authority (LHRA) beginning Operating Fund Balance was \$27,867,288. During the months, LHRA received \$1,965 in deposits which came mainly from bank account interest. LHRA processed \$1,959,638 in disbursements during the month. 90% of this balance related to payments to EFG National Title for CIP project land acquisition (\$1,761,829). The ending balance as of April 30, 2021 is \$25,909,615.

There are \$217,349 in Unpaid Bills that are currently outstanding for approval. See page 3 for the “Unpaid Bills” report for a detail of these invoices.

There was \$1,963,177 spent for Capital Projects during the period. The majority of the funds spent were towards Project T-1013 Northpark Drive Overpass (\$1,890,750). A detail of these invoices are on page 4 “Capital Improvement Plan Detail” report.

**Lake Houston Redevelopment Authority
General Operating Fund
As of April 30, 2021**

General Operating Fund

BEGINNING BALANCE: \$ 27,867,288.03

REVENUE

Compass Loan Pledge	47.20	Interest	
Compass Money Mkt	1,047.30	Interest	
Texas Class	1.59	Interest	
Prosperity Bank	868.95	Interest	
Total Revenue			<u>1,965.04</u>

DISBURSEMENTS

ACH	TIF Works LLC	9,008.00	Administrative Services
ACH	Hunton Andrews Kurth LLP	51,204.71	Legal Services
ACH	HNTB Corporation	106,881.83	CIP Project
ACH	McKim & Creed	11,583.80	CIP Project
ACH	Walter P Moore	11,590.28	Consulting Services
ACH	Compass Checking	115.10	Bank Service Charges
2014	Union Pacific Railroad Company	7,425.16	CIP Project
2016	WFG National Title	545,846.40	Acquisition
1489	WFG National Title	1,137,312.40	Acquisition
1483	WFG National Title	78,670.60	Acquisition

Total Disbursements 1,959,638.28

ENDING BALANCE: \$ 25,909,614.79
-

April 30, 2021

LOCATION OF ASSETS	Interest Rate	Balance
Compass Checking		19,080.39
Compass Loan Pledge	0.0300%	1,062,857.81
Compass Money Mkt	0.0300%	18,467,970.70
Prosperity Operating		16,554.88
Prosperity Money Market	0.1500%	6,298,969.88
Texas Class	0.0446%	44,181.13
Total Account Balance		<u><u>25,909,614.79</u></u>

Lake Houston Redevelopment Authority
Unpaid Bills Detail
As of May 6, 2021

Type	Date	Num	Memo	Open Balance
HNTB Corporation				
Bill	04/09/2021	019-65885-DS-001	Northpark Final Design - \$3,510,751.63 Contract Rev \$3,714,293.72	117,650.83
Bill	04/09/2021	002-65885-PL-003	Northpark Project Management TO4 - \$942,348.45	65,779.92
Total HNTB Corporation				183,430.75
Hunton Andrews Kurth LLP				
Bill	04/29/2021	131778481	Legal services - March 2021	4,652.52
Total Hunton Andrews Kurth LLP				4,652.52
McKim & Creed Inc.				
Bill	04/06/2021	171890	North Park Drive Overpass to 2/27/21	4,298.78
Bill	04/07/2021	171891	Montgomery County - T-1014A \$131,000	4,046.73
Bill	04/07/2021	171959	Harris County - T-1014B \$131,000	2,600.29
Total McKim & Creed Inc.				10,945.80
Texas Municipal League Intergovernmental				
Bill	04/01/2021	6804 - 2021	FY 2021 Board Insurance	1,084.86
Bill	04/01/2021	Cust 6839-2021	Customer #6839 - 2021	1,084.86
Total Texas Municipal League Intergovernmental				2,169.72
TIFWorks LLC				
Bill	04/30/2021	Work Order 63	Services for April 2021	9,008.00
Total TIFWorks LLC				9,008.00
Union Pacific Railroad Company				
Bill	04/15/2021	90106650	Contract WO52076 - 53998 (\$49,361)	6,971.00
Total Union Pacific Railroad Company				6,971.00
Walter P. Moore Inc				
Bill	03/28/2021	O032103004	Work Order #10 - Through 3/28/21 Willow Terrace @ Kingwood Dr.	170.80
Total Walter P. Moore Inc				170.80
TOTAL				217,348.59

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Accrual Basis

Lake Houston Redevelopment Authority

Capital Improvement Plan Detail

April 2021

Type	Date	Num	Name	Memo	Amount
Capital Improvement Projects					
T-1013 Northpark Dr Overpass Pr					
Bill	04/06/2021	171890	McKim & Creed Inc.	Project 06271-0004	4,298.78
Bill	04/09/2021	019-658...	HNTB Corporation	Task Order 3	117,650.83
Bill	04/15/2021	90106650	Union Pacific Railroad Company	Contract WO52076 - 53998 (\$49,361)	6,971.00
Bill	04/19/2021	Tract 19	WFG National Title Company of T...	Northpark Dr Overpass Acquisition Tract 19	545,846.40
Bill	04/19/2021	Tract 11	WFG National Title Company of T...	Northpark Dr Overpass Acquisition Tract 11	1,137,312.40
Bill	04/27/2021	Tract 15D	WFG National Title Company of T...	Northpark Dr Overpass Acquisition Tract 1...	78,670.60
Total T-1013 Northpark Dr Overpass Pr					1,890,750.01
T-1014A Northpark Drive					
Bill	04/07/2021	171891	McKim & Creed Inc.	Project 06271-0007	4,046.73
Bill	04/07/2021	171959	McKim & Creed Inc.	Project 06271-0007	2,600.29
Bill	04/09/2021	002-658...	HNTB Corporation	Task Order 4	31,768.44
Total T-1014A Northpark Drive					38,415.46
T-1014B Northpark Drive					
Bill	04/09/2021	002-658...	HNTB Corporation	Task Order 4	34,011.48
Total T-1014B Northpark Drive					34,011.48
Total Capital Improvement Projects					1,963,176.95
TOTAL					1,963,176.95

Lake Houston Redevelopment Authority

Profit & Loss Budget vs. Actual

July 2020 through April 2021

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contract Revenue Bond Proceeds	0.00	60,000,000.00	-60,000,000.00	0.0%
Interest - COH	0.00	4,000.00	-4,000.00	0.0%
Interest Income - Savings	37,319.19	75,000.00	-37,680.81	49.8%
Misc. Income	0.00	9,455,000.00	-9,455,000.00	0.0%
Tax Increment				
City Tax Revenue	0.00	5,612,118.00	-5,612,118.00	0.0%
ISD Tax Revenue	0.00	12,064,498.00	-12,064,498.00	0.0%
Total Tax Increment	0.00	17,676,616.00	-17,676,616.00	0.0%
Total Income	37,319.19	87,210,616.00	-87,173,296.81	0.0%
Cost of Goods Sold				
Capital Improvement Projects				
T-1006 Intersection Pedestrian	62,522.43	0.00	62,522.43	100.0%
T-1008 Kingwood @Willow Terrace	82,209.00	1,291,800.00	-1,209,591.00	6.4%
T-1013 Northpark Dr Overpass Pr	4,985,213.56	46,252,030.00	-41,266,816.44	10.8%
T-1014A Northpark Drive	44,856.88	2,035,000.00	-1,990,143.12	2.2%
T-1014B Northpark Drive	46,067.34			
T-1015 Kingwood @ Woodland Hill	81,902.25	3,414,046.00	-3,332,143.75	2.4%
T-1019 Primary Drainage Mitigat	0.00	166,000.00	-166,000.00	0.0%
T-1099 Concrete Panel Program	0.00	90,000.00	-90,000.00	0.0%
Capital Improvement Projects - Other	8,434.44	0.00	8,434.44	100.0%
Total Capital Improvement Projects	5,311,205.90	53,248,876.00	-47,937,670.10	10.0%
Total COGS	5,311,205.90	53,248,876.00	-47,937,670.10	10.0%
Gross Profit	-5,273,886.71	33,961,740.00	-39,235,626.71	-15.5%
Expense				
Bank Service Charges	988.30	0.00	988.30	100.0%
Debt Service				
Cost of Issuance	0.00	1,200,000.00	-1,200,000.00	0.0%
Interest Expense	169,912.77	0.00	169,912.77	100.0%
Principal	0.00	25,902,392.00	-25,902,392.00	0.0%
Total Debt Service	169,912.77	27,102,392.00	-26,932,479.23	0.6%
Developer Reimbursement				
Amvest-Skylark	266,832.52	2,195,555.00	-1,928,722.48	12.2%
Classic Contractors	148,721.39	1,793,158.00	-1,644,436.61	8.3%
Forestar Group/Kingwood Ptnr	429,570.89	4,117,676.00	-3,688,105.11	10.4%
Friendswood				
Friendswood - Offsite Improv.	1,800,000.00	0.00	1,800,000.00	100.0%
Friendswood - Onsite Improv.	306,022.93	518,861.00	-212,838.07	59.0%
Total Friendswood	2,106,022.93	518,861.00	1,587,161.93	405.9%
Holley-Gunlganti	0.00	488,029.00	-488,029.00	0.0%
Mainstreet - Lovett	0.00	186,476.00	-186,476.00	0.0%
Meritage	286,336.34	2,513,822.00	-2,227,485.66	11.4%
Riverpoint Village	0.00	402,646.00	-402,646.00	0.0%
Summit of Texas	155,051.04	0.00	155,051.04	100.0%
Total Developer Reimbursement	3,392,535.11	12,216,223.00	-8,823,687.89	27.8%
Professional Fees				
Construction audit	21,750.00	10,000.00	11,750.00	217.5%
Engineering Consultants	10,089.24	100,000.00	-89,910.76	10.1%
Legal Fees	37,924.22	60,000.00	-22,075.78	63.2%
Total Professional Fees	69,763.46	170,000.00	-100,236.54	41.0%
TIRZ Admin and Overhead				
Accounting	9,537.21	15,000.00	-5,462.79	63.6%
Administrative Consultants	90,077.00	108,000.00	-17,923.00	83.4%
Audit	10,750.00	11,000.00	-250.00	97.7%
Insurance Expense	2,095.72	2,100.00	-4.28	99.8%

Lake Houston Redevelopment Authority
Profit & Loss Budget vs. Actual
July 2020 through April 2021

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
Office Supplies	2,333.33	10,000.00	-7,666.67	23.3%
Tax Consultants	12,675.60	12,000.00	675.60	105.6%
Total TIRZ Admin and Overhead	127,468.86	158,100.00	-30,631.14	80.6%
Transfers				
Municipal Services	0.00	205,530.00	-205,530.00	0.0%
Transfer to ISD Educational	0.00	12,064,498.00	-12,064,498.00	0.0%
Total Transfers	0.00	12,270,028.00	-12,270,028.00	0.0%
Total Expense	3,760,668.50	51,916,743.00	-48,156,074.50	7.2%
Net Ordinary Income	-9,034,555.21	-17,955,003.00	8,920,447.79	50.3%
Net Income	-9,034,555.21	-17,955,003.00	8,920,447.79	50.3%

Lake Houston Redevelopment Authority
Balance Sheet Prev Year Comparison
As of April 30, 2021

	Apr 30, 21	Apr 30, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Compass Checking x9081	19,080.39	0.00	19,080.39	100.0%
Compass Loan Pledge x2067	1,062,857.81	0.00	1,062,857.81	100.0%
Compass Money Mkt x9812	18,467,970.70	0.00	18,467,970.70	100.0%
Prosperity Bank Operating	16,554.88	331,755.75	-315,200.87	-95.0%
Prosperity Savings	6,298,969.88	9,345,326.63	-3,046,356.75	-32.6%
Texas Class	44,181.13	44,114.06	67.07	0.2%
Total Checking/Savings	25,909,614.79	9,721,196.44	16,188,418.35	166.5%
Total Current Assets	25,909,614.79	9,721,196.44	16,188,418.35	166.5%
TOTAL ASSETS	25,909,614.79	9,721,196.44	16,188,418.35	166.5%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	217,348.59	1,194,320.83	-976,972.24	-81.8%
Total Accounts Payable	217,348.59	1,194,320.83	-976,972.24	-81.8%
Other Current Liabilities				
Loan - Compass	21,899,371.67	0.00	21,899,371.67	100.0%
Retainage Payable	67,622.43	67,622.43	0.00	0.0%
Total Other Current Liabilities	21,966,994.10	67,622.43	21,899,371.67	32,384.8%
Total Current Liabilities	22,184,342.69	1,261,943.26	20,922,399.43	1,658.0%
Total Liabilities	22,184,342.69	1,261,943.26	20,922,399.43	1,658.0%
Equity				
Unrestricted Net Assets	12,759,827.31	13,732,211.98	-972,384.67	-7.1%
Net Income	-9,034,555.21	-5,272,958.80	-3,761,596.41	-71.3%
Total Equity	3,725,272.10	8,459,253.18	-4,733,981.08	-56.0%
TOTAL LIABILITIES & EQUITY	25,909,614.79	9,721,196.44	16,188,418.35	166.5%

Lake Houston Redevelopment Authority
Profit & Loss Detail
July 2020 through April 2021

Type	Date	Num	Name	Memo	Amount
Ordinary Income/Expense					
Income					
Interest Income - Savings					
Deposit	07/01/2020		Interest		15.07
Deposit	07/31/2020		Interest		900.88
Deposit	07/31/2020		Interest		3,327.95
Deposit	07/31/2020		Interest		9.58
Deposit	08/03/2020		Interest		467.12
Deposit	08/03/2020		Interest		3,074.03
Deposit	08/31/2020		Interest		1,246.52
Deposit	08/31/2020		Interest		7.12
Deposit	09/03/2020		Interest		467.16
Deposit	09/03/2020		Interest		3,074.89
Deposit	09/30/2020		Interest		1,843.94
Deposit	09/30/2020		Interest		5.19
Deposit	10/03/2020		Interest		403.50
Deposit	10/03/2020		Interest		1,594.75
Deposit	10/31/2020		Interest		1,588.23
Deposit	10/31/2020		Interest		4.81
Deposit	11/03/2020		Interest		324.10
Deposit	11/03/2020		Interest		2,756.98
Deposit	11/30/2020		Interest		1,537.32
Deposit	11/30/2020		Interest		4.32
Deposit	12/03/2020		Interest		2,351.63
Deposit	12/03/2020		Interest		170.82
Deposit	12/31/2020		Interest		1,588.89
Deposit	12/31/2020		Interest		3.25
Deposit	01/03/2021		Interest		152.49
Deposit	01/03/2021		Interest		2,002.95
Deposit	01/31/2021		Interest		2.86
Deposit	01/31/2021		Interest		1,017.84
Deposit	02/01/2021		Interest		130.61
Deposit	02/03/2021		Interest		1,881.74
Deposit	02/28/2021		Interest		863.74
Deposit	02/28/2021		Interest		1.78
Deposit	03/01/2021		Interest		66.73
Deposit	03/03/2021		Interest		1,507.59
Deposit	03/31/2021		Interest		956.39
Deposit	03/31/2021		Interest		1.38
Deposit	04/01/2021		Interest		47.20
Deposit	04/03/2021		Interest		1,047.30
Deposit	04/30/2021		Interest		868.95
Deposit	04/30/2021		Interest		1.59
Total Interest Income - Savings					37,319.19
Total Income					37,319.19
Cost of Goods Sold					
Capital Improvement Projects					
T-1006 Intersection Pedestrian					
Bill	12/31/2020	Pay Re...	Jerdon Enterprise, LP	Lake Houston Intersection Improvements - ...	62,522.43
Total T-1006 Intersection Pedestrian					62,522.43
T-1008 Kingwood @Willow Terrace					
Bill	07/31/2020	O03200...	Walter P. Moore Inc	Work Order #10 - Through 7/26/20 Willow T...	13,277.48
Bill	07/31/2020	131768...	Hunton Andrews Kurth LLP	Legal services - July	140.00
Bill	09/01/2020	O03200...	Walter P. Moore Inc	Work Order #10 - Through 8/23/20 Willow T...	2,306.10
Bill	09/01/2020	131770...	Hunton Andrews Kurth LLP	Legal services - August	3,790.00
Bill	09/27/2020	O03200...	Walter P. Moore Inc	Work Order #10 - Through 9/27/20 Willow T...	12,032.45
Bill	10/25/2020	O03201...	Walter P. Moore Inc	Work Order #10 - Through 10/25/20 Willow ...	24,419.37
Bill	12/30/2020	O03201...	Walter P. Moore Inc	Work Order #10 - Through 10/25/20 Willow ...	25,027.80
Bill	03/01/2021	O03210...	Walter P. Moore Inc	Work Order #10 - Through 2/21/21 Willow T...	1,045.00
Bill	03/28/2021	O03210...	Walter P. Moore Inc	Work Order #10 - Through 3/28/21 Willow T...	170.80
Total T-1008 Kingwood @Willow Terrace					82,209.00
T-1013 Northpark Dr Overpass Pr					
Bill	07/21/2020		Texas Department of Tra...		120,000.00

Lake Houston Redevelopment Authority
Profit & Loss Detail
July 2020 through April 2021

Type	Date	Num	Name	Memo	Amount
Bill	07/24/2020	011-65...	HNTB Corporation	Task Order 2	15,041.64
Bill	07/24/2020	011-65...	HNTB Corporation	Task Order 3	239,069.14
Bill	07/25/2020	165255	McKim & Creed Inc.	Project 06271-0004	16,940.76
Bill	08/14/2020	131769...	Hunton Andrews Kurth LLP	Legal services - July	39,361.66
Bill	08/17/2020	900992...	Union Pacific Railroad C...	Contract WO52076 - 53998 (\$49,361)	127.22
Bill	09/01/2020	166125	McKim & Creed Inc.	Project 06271-0004	10,494.22
Bill	09/01/2020	131770...	Hunton Andrews Kurth LLP	Legal services - August	22,648.50
Bill	09/04/2020	012-65...	HNTB Corporation	Task Order 2	37,383.84
Bill	09/04/2020	012-65...	HNTB Corporation	Task Order 3	304,481.44
Bill	10/09/2020	167277	McKim & Creed Inc.	Project 06271-0004	20,090.52
Bill	10/09/2020	013-65...	HNTB Corporation	Task Order 2	80,300.40
Bill	10/09/2020	013-65...	HNTB Corporation	Task Order 3	280,270.14
Bill	10/21/2020	131772...	Hunton Andrews Kurth LLP	Legal Services	14,841.00
Bill	10/21/2020	131772...	Hunton Andrews Kurth LLP	Expenses Incurred through Legal	16,186.25
Bill	10/31/2020	7562	PAS Property Acquisition...	October	7,425.00
Bill	10/31/2020	7562	PAS Property Acquisition...	September	3,575.00
Bill	10/31/2020	7562	PAS Property Acquisition...	August	1,600.00
Bill	10/31/2020	014-65...	HNTB Corporation	Task Order 2	28,518.63
Bill	10/31/2020	014-65...	HNTB Corporation	Task Order 3	264,379.30
Bill	10/31/2020	167910	McKim & Creed Inc.	Project 06271-0004	4,167.02
Bill	11/17/2020	131773...	Hunton Andrews Kurth LLP	Legal Services	17,557.00
Bill	12/04/2020	015-65...	HNTB Corporation	Task Order 2	18,301.32
Bill	12/04/2020	015-65...	HNTB Corporation	Task Order 3	263,711.59
Bill	12/08/2020	168872	McKim & Creed Inc.	Project 06271-0004	8,321.84
Bill	12/10/2020	901030...	Union Pacific Railroad C...	Contract WO52076 - 53998 (\$49,361)	2,331.50
Bill	12/15/2020	131774...	Hunton Andrews Kurth LLP	Legal Services	63,635.37
Bill	12/31/2020	131775...	Hunton Andrews Kurth LLP	Legal Services	66,676.50
Bill	12/31/2020	016-65...	HNTB Corporation	Task Order 2	7,847.64
Bill	12/31/2020	016-65...	HNTB Corporation	Task Order 3	175,073.14
Bill	12/31/2020	169651	McKim & Creed Inc.	Project 06271-0004	12,180.12
Bill	02/05/2021	017-65...	HNTB Corporation	Task Order 3	132,150.44
Bill	02/08/2021	Tract 24	WFG National Title Com...	Northpark Dr Overpass Acquisition Tract 24	44,287.60
Bill	02/08/2021	Tract 15B	WFG National Title Com...	Northpark Dr Overpass Acquisition Tract 15B	379,108.40
Bill	02/08/2021	Tract 22B	WFG National Title Com...	Northpark Dr Overpass Acquisition Tract 22B	189,363.20
Bill	02/09/2021	170323	McKim & Creed Inc.	Project 06271-0004	7,495.74
Bill	02/16/2021	131776...	Hunton Andrews Kurth LLP	Legal Services	33,493.25
Bill	03/01/2021	171403	McKim & Creed Inc.	Project 06271-0004	11,583.80
Bill	03/01/2021	901050...	Union Pacific Railroad C...	Contract WO52076 - 53998 (\$49,361)	6,888.66
Bill	03/01/2021	018-65...	HNTB Corporation	Task Order 3	88,384.55
Bill	03/01/2021	131777...	Hunton Andrews Kurth LLP	Legal Services	30,367.71
Bill	03/01/2021	131777...	Hunton Andrews Kurth LLP	Legal Services	8,266.00
Bill	03/11/2021	901056...	Union Pacific Railroad C...	Contract WO52076 - 53998 (\$49,361)	536.50
Bill	04/06/2021	171890	McKim & Creed Inc.	Project 06271-0004	4,298.78
Bill	04/09/2021	019-65...	HNTB Corporation	Task Order 3	117,650.83
Bill	04/15/2021	901066...	Union Pacific Railroad C...	Contract WO52076 - 53998 (\$49,361)	6,971.00
Bill	04/19/2021	Tract 19	WFG National Title Com...	Northpark Dr Overpass Acquisition Tract 19	545,846.40
Bill	04/19/2021	Tract 11	WFG National Title Com...	Northpark Dr Overpass Acquisition Tract 11	1,137,312.40
Bill	04/27/2021	Tract 15D	WFG National Title Com...	Northpark Dr Overpass Acquisition Tract 15D	78,670.60
Total T-1013 Northpark Dr Overpass Pr					4,985,213.56
T-1014A Northpark Drive					
Bill	03/01/2021	001-65...	HNTB Corporation	Task Order 4	6,441.42
Bill	04/07/2021	171891	McKim & Creed Inc.	Project 06271-0007	4,046.73
Bill	04/07/2021	171959	McKim & Creed Inc.	Project 06271-0007	2,600.29
Bill	04/09/2021	002-65...	HNTB Corporation	Task Order 4	31,768.44
Total T-1014A Northpark Drive					44,856.88
T-1014B Northpark Drive					
Bill	03/01/2021	001-65...	HNTB Corporation	Task Order 4	12,055.86
Bill	04/09/2021	002-65...	HNTB Corporation	Task Order 4	34,011.48
Total T-1014B Northpark Drive					46,067.34
T-1015 Kingwood @ Woodland Hill					
Bill	07/31/2020	O03200...	Walter P. Moore Inc	Work Order #9 - Through 7/26/20 Woodlan...	8,643.08
Bill	09/01/2020	O03200...	Walter P. Moore Inc	Work Order #9 - Through 8/23/20 Woodlan...	4,101.70
Bill	09/01/2020	131770...	Hunton Andrews Kurth LLP	Legal services - August	3,329.00
Bill	09/27/2020	O03200...	Walter P. Moore Inc	Work Order #9 - Through 9/27/20 Woodlan...	18,364.65

Lake Houston Redevelopment Authority
Profit & Loss Detail
July 2020 through April 2021

Type	Date	Num	Name	Memo	Amount
Bill	10/25/2020	O03201...	Walter P. Moore Inc	Work Order #9 - Through 10/25/20 Woodla...	26,995.82
Bill	12/30/2020	O03201...	Walter P. Moore Inc	Work Order #9 - Through 12/27/20 Woodla...	10,755.00
Bill	03/01/2021	O03210...	Walter P. Moore Inc	Work Order #9 - Through 2/21/21 Woodlan...	9,713.00
Total T-1015 Kingwood @ Woodland Hill					81,902.25
Capital Improvement Projects - Other					
Bill	12/08/2020	168874	McKim & Creed Inc.	Project 06271-0006	8,434.44
Total Capital Improvement Projects - Other					8,434.44
Total Capital Improvement Projects					5,311,205.90
Total COGS					5,311,205.90
Gross Profit					-5,273,886.71
Expense					
Bank Service Charges					
Check	07/15/2020			Service Charge	24.78
Check	07/15/2020			Service Charge	15.95
Check	08/17/2020			Service Charge	117.34
Check	09/15/2020			Service Charge	117.35
Check	10/15/2020			Service Charge	76.69
Check	11/15/2020			Service Charge	41.28
Check	12/15/2020			Service Charge	112.37
Check	01/15/2021			Service Charge	115.50
Check	02/15/2021			Service Charge	127.47
Check	03/15/2021			Service Charge	124.47
Check	04/15/2021			Service Charge	115.10
Total Bank Service Charges					988.30
Debt Service					
Interest Expense					
Genera...	09/01/2020	CPA 20...		Reverse of GJE CPA 20-3 -- Interest paym...	-19,588.34
Check	09/01/2020	EFT	BBVA Compass	Interest Loan Payment	58,765.00
Check	09/01/2020	EFT	BBVA Compass	Interest Loan Payment	10,286.11
Check	03/01/2021	EFT	BBVA Compass		120,450.00
Total Interest Expense					169,912.77
Total Debt Service					169,912.77
Developer Reimbursement					
Amvest-Skylark					
Bill	09/24/2020	2020 D...	Skymark Development C...	2020 Developer Payment (Amvest)	266,832.52
Total Amvest-Skylark					266,832.52
Classic Contractors					
Bill	09/24/2020	2020 D...	Gene R. Mendel/Classic ...	2020 Developer Payment	148,721.39
Total Classic Contractors					148,721.39
Forestar Group/Kingwood Ptnr					
Bill	09/24/2020	2020 D...	TF Barrington LP	2020 Developer Payment	429,570.89
Total Forestar Group/Kingwood Ptnr					429,570.89
Friendswood					
Friendswood - Offsite Improv.					
Bill	09/24/2020	2020 D...	Friendswood Developme...	2020 Developer Payment - OFFSITE	1,800,000.00
Total Friendswood - Offsite Improv.					1,800,000.00
Friendswood - Onsite Improv.					
Bill	09/24/2020	2020 D...	Friendswood Developme...	2019 Developer Payment - ONSITE	306,022.93
Total Friendswood - Onsite Improv.					306,022.93
Total Friendswood					2,106,022.93

Lake Houston Redevelopment Authority
Profit & Loss Detail
July 2020 through April 2021

Type	Date	Num	Name	Memo	Amount
Meritage					
Bill	09/24/2020	2020 D...	Meritage Homes of Texa...	2020 Developer Payment	286,336.34
Total Meritage					286,336.34
Summit of Texas					
Bill	09/24/2020	2020 D...	Riverpoint Village Paratn...	2020 Developer Payments	65,386.26
Bill	09/24/2020	2020 D...	Prosperity Bank	2020 Developer Payments - Lovett Develop...	89,664.78
Total Summit of Texas					155,051.04
Total Developer Reimbursement					3,392,535.11
Professional Fees					
Construction audit					
Bill	08/13/2020	AUP Fri...	McCall Gibson Swedlund...	AUP Sept 26, 2019 and final June 11, 2020...	10,000.00
Bill	12/15/2020	AUP D...	McCall Gibson Swedlund...	AUP December 10, 2020	5,500.00
Bill	12/19/2020	AUP Ki...	McCall Gibson Swedlund...	AUP December 10, 2020 Stratus Kingwood...	6,250.00
Total Construction audit					21,750.00
Engineering Consultants					
Bill	07/24/2020	011-65...	HNTB Corporation	Task Order 1 - On Call Engineering Services	1,892.64
Bill	07/31/2020	O03200...	Walter P. Moore Inc	Work Order #1 - Through 7/26/20	110.00
Bill	09/01/2020	O03200...	Walter P. Moore Inc	Work Order #1 - Through 8/23/20	770.00
Bill	09/04/2020	012-65...	HNTB Corporation	Task Order 1 - On Call Engineering Services	928.80
Bill	09/27/2020	O03200...	Walter P. Moore Inc	Work Order #1 - Through 9/27/20	220.00
Bill	10/25/2020	O03201...	Walter P. Moore Inc	Work Order #1 - Through 10/25/20	880.00
Bill	10/31/2020	014-65...	HNTB Corporation	Task Order 1 - On Call Engineering Services	1,595.52
Bill	12/01/2020	O03201...	Walter P. Moore Inc	Work Order #1 - Through 11/22/20	990.00
Bill	12/30/2020	O03201...	Walter P. Moore Inc	Work Order #1 - Through 12/27/20	330.00
Bill	02/01/2021	O03210...	Walter P. Moore Inc	Work Order #1 - Through 1/24/21	1,540.00
Bill	03/01/2021	O03210...	Walter P. Moore Inc	Work Order #1 - Through 2/21/21	832.28
Total Engineering Consultants					10,089.24
Legal Fees					
Bill	07/24/2020	112952	Allen Boone Humphries ...	July 24 - Legal Services (expenses)	1,476.40
Bill	08/21/2020	113571	Allen Boone Humphries ...	August 21 - Legal Services (expenses)	2,865.05
Bill	10/29/2020	131772...	Hunton Andrews Kurth LLP	General Legal - September	7,753.50
Bill	11/02/2020	115144	Allen Boone Humphries ...	October 23 - Legal Services (expenses)	456.75
Bill	11/25/2020	131773...	Hunton Andrews Kurth LLP	General Legal - October	5,024.00
Bill	12/15/2020	131774...	Hunton Andrews Kurth LLP	General Legal - November	3,125.00
Bill	03/01/2021	131775...	Hunton Andrews Kurth LLP	Legal Services	6,061.00
Bill	03/01/2021	131777...	Hunton Andrews Kurth LLP	Legal Services	6,510.00
Bill	04/29/2021	131778...	Hunton Andrews Kurth LLP	Legal Services	4,652.52
Total Legal Fees					37,924.22
Total Professional Fees					69,763.46
TIRZ Admin and Overhead					
Accounting					
Bill	09/01/2020	2089	The Morton Accounting S...	July and August Accounting, check stock a...	3,537.21
Bill	12/31/2020	2159	The Morton Accounting S...	September - December Accounting and Inv...	6,000.00
Total Accounting					9,537.21
Administrative Consultants					
Bill	07/31/2020	Work O...	TIFWorks LLC	Services for July 2020	9,008.00
Bill	08/31/2020	Work O...	TIFWorks LLC	Services for August 2020	9,008.00
Bill	09/30/2020	Work O...	TIFWorks LLC	Services for September 2020	9,008.00
Bill	11/02/2020	Work O...	TIFWorks LLC	Services for October 2020	9,013.00
Bill	11/30/2020	Work O...	TIFWorks LLC	Services for November 2020	9,008.00
Bill	12/29/2020	Work O...	TIFWorks LLC	Services for December 2020	9,008.00
Bill	01/31/2021	Work O...	TIFWorks LLC	Services for January 2021	9,000.00
Bill	02/28/2021	Work O...	TIFWorks LLC	Services for February 2021	9,008.00
Bill	03/31/2021	Work O...	TIFWorks LLC	Services for March 2021	9,008.00
Bill	04/30/2021	Work O...	TIFWorks LLC	Services for April 2021	9,008.00
Total Administrative Consultants					90,077.00

Lake Houston Redevelopment Authority
Profit & Loss Detail
July 2020 through April 2021

Type	Date	Num	Name	Memo	Amount
Audit					
Bill	10/08/2020	Final F...	McCall Gibson Swedlund...	Audit Invoice 2020 - Interim and Final	10,750.00
Total Audit					10,750.00
Insurance Expense					
Deposit	09/03/2020		Texas Municipal League ...	Equity Return	-37.00
Deposit	09/03/2020		Texas Municipal League ...	Equity Return	-37.00
Bill	04/01/2021	6804 - ...	Texas Municipal League ...	FY 2021 Board Insurance	1,084.86
Bill	04/01/2021	Cust 68...	Texas Municipal League ...	Customer #6839 - 2021	1,084.86
Total Insurance Expense					2,095.72
Office Supplies					
Bill	07/02/2020	62652	Squidz Ink Design	Website Design and Website Hosting (2 of 3)	2,333.33
Total Office Supplies					2,333.33
Tax Consultants					
Bill	09/01/2020	55570	Equitax Inc	Tax consultant - 2020/2021 Annual	12,675.60
Total Tax Consultants					12,675.60
Total TIRZ Admin and Overhead					127,468.86
Total Expense					3,760,668.50
Net Ordinary Income					-9,034,555.21
Net Income					-9,034,555.21

Lake Houston Redevelopment Authority
Unpaid Bills Detail
As of April 19, 2021

Type	Date	Num	Memo	Open Balance
WFG National Title Company of Texas LLC				
Bill	04/19/2021	Tract 19	Northpark Dr Overpass Acquisition Tract 19	545,846.40
Total WFG National Title Company of Texas LLC				545,846.40
TOTAL				545,846.40

B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins.		6. File Number: 19-359039-19	7. Loan Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: LAKE HOUSTON REDEVELOPMENT AUTHORITY, A NOT FOR PROFIT LOCAL GOVERNMENT CORPORATION CREATED PURSUANT TO CHAPTER 431 OF THE TEXAS TRANSPORTATION CODE 600TRAVIS, SUITE 4200 HOUSTON, TX 77002		E. Name & Address of Seller: FRIENDSWOOD DEVELOPMENT COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS FRIENDSWOOD DEVELOPMENT COMPANY, LTD., A TEXAS LIMITED PARTNERSHIP 681 GREENS PARKWAY, SUITE 220 HOUSTON, TX 77007	
G. Property Location: NORTHPARK DRIVE OVERPASS, TRACT 19 HOUSTON, TX (MONTGOMERY)		F. Name & Address of Lender:	
		H. Settlement Agent WFG NATIONAL TITLE COMPANY OF TEXAS, LLC 4544 POST OAK PLACE, #390, HOUSTON, TX 77027	
I. Settlement Date / Disbursement Date /		Place Of Settlement: 4544 POST OAK PLACE, #390, HOUSTON, TX 77027	
J. Summary of Borrower's Transaction			
K. Summary of Seller's Transaction			
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	\$541,605.00	401. Contract sales price	\$541,605.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	\$4,241.40	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$545,846.40	420. Gross Amount Due To Seller	\$541,605.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess deposit (see instructions)	
202. Principal amount of new loan		502. Settlement Charges to Seller (line 1400)	
203. Existing loan taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214		514	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$545,846.40	601. Gross Amount Due To Seller (line 420)	\$541,605.00
302. Less Amounts Paid By/For Borrower (line 220)		602. Less Deduction in Amt. Due To Seller (line 520)	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$545,846.40	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$541,605.00

L. Settlement Charges		
700. Total Sales/Broker's Commission	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:		
701.		
702. Real Estate Commission to		
703. Commission paid at Settlement		
704.		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
1000. Reserves Deposited With Lender		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1008. Aggregate accounting adjustment		
1100. Title Charges		
1101. Settlement or closing fee to WFG National Title Company of Texas	\$500.00	
1102. Abstract or title search to WFG National Title Company of Texas	\$500.00	
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation		
1107. Attorney's fees		
(includes above item numbers:)		
1108. Title Insurance to WFG National Title Company of Texas	\$3,159.00	
(includes above item numbers:)		
1109. Lender's coverage Premium to WFG National Title Company of Texas		
1110. Owner's coverage \$541,605.00 Premium to WFG National Title Company of Texas		
1115. E-Recording Fee to WFG National Title Company of Texas	\$6.40	
1117. Guaranty Assessment Recoupment Charge to Texas Title Insurance Guaranty Association	\$2.00	
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$47.00;Mortgage ;Release \$27.00;	\$74.00	
1202. County tax/stamps: Deed ;Mortgage ;		
1203. State tax/stamps: Deed ;Mortgage ;		
1204. City tax/stamps: Deed ;Mortgage ;		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)	\$4,241.40	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWERS

LAKE HOUSTON REDEVELOPMENT AUTHORITY, a not for profit local government corporation created pursuant to Chapter 431 of the Texas Transportation Code

By:_____

Name:_____

Title:_____

SELLERS

FRIENDSWOOD DEVELOPMENT COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP
Sole Member

By: U.S.HOME CORPORATION, A DELAWARE CORPORATION
General Partner

By: _____
Michael W. Johnson, Vice President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or I will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

VERONICA AGERTON

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see; Title 18 U.S. Code Section 1001 and Section 1010

Lake Houston Redevelopment Authority
Unpaid Bills Detail
As of April 19, 2021

Type	Date	Num	Memo	Open Balance
WFG National Title Company of Texas LLC				
Bill	04/19/2021	Tract 11	Northpark Dr Overpass Acquisition Tract 11	1,137,312.40
Total WFG National Title Company of Texas LLC				1,137,312.40
TOTAL				1,137,312.40

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 19-359039-11	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: LAKE HOUSTON REDEVELOPMENT AUTHORITY, A NOT FOR PROFIT LOCAL GOVERNMENT CORPORATION CREATED PURSUANT TO CHAPTER 431 OF THE TEXAS TRANSPORTATION CODE 600 TRAVIS, SUITE 4200 HOUSTON, TX 77002	E. Name & Address of Seller: BRIGHTWATER INVESTMENTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY 26603 MAJESTIC RIDGE LANE KATY, TX 77494-7357	F. Name & Address of Lender:
G. Property Location: NORTHPARK DRIVE OVERPASS, LAKE HOUSTON REDEV. EASEMENT, M OWENS SVY, A-405, TRACT 11 HOUSTON, TX (MONTGOMERY)	H. Settlement Agent WFG NATIONAL TITLE COMPANY OF TEXAS, LLC 4544 POST OAK PLACE, #390, HOUSTON, TX 77027	
	I. Settlement Date / Disbursement Date /	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	\$1,130,000.00	401. Contract sales price	\$1,130,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	\$7,312.40	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$1,137,312.40	420. Gross Amount Due To Seller	\$1,130,000.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess deposit (see instructions)	
202. Principal amount of new loan		502. Settlement Charges to Seller (line 1400)	
203. Existing loan taken subject to		503. Existing loan(s) taken subject to	
204.		504. Paydown for lender Consent to Prosperity Bank	\$87,522.00
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214		514	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	\$87,522.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$1,137,312.40	601. Gross Amount Due To Seller (line 420)	\$1,130,000.00
302. Less Amounts Paid By/For Borrower (line 220)		602. Less Deduction in Amt. Due To Seller (line 520)	\$87,522.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$1,137,312.40	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$1,042,478.00

L. Settlement Charges		
700. Total Sales/Broker's Commission	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:		
701.		
702. Real Estate Commission to		
703. Commission paid at Settlement		
704.		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
1000. Reserves Deposited With Lender		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1008. Aggregate accounting adjustment		
1100. Title Charges		
1101. Settlement or closing fee to WFG National Title Company of Texas	\$600.00	
1102. Abstract or title search to WFG National Title Company of Texas	\$500.00	
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation		
1107. Attorney's fees		
(includes above item numbers:)		
1108. Title Insurance to WFG National Title Company of Texas	\$6,138.00	
(includes above item numbers:)		
1109. Lender's coverage Premium to WFG National Title Company of Texas		
1110. Owner's coverage \$1,130,000.00 Premium to WFG National Title Company of Texas		
1115. E-Recording Fee to WFG National Title Company of Texas	\$6.40	
1117. Guaranty Assessment Recoupment Charge to Texas Title Insurance Guaranty Association	\$2.00	
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$27.00;Mortgage ;Release \$39.00;	\$66.00	
1202. County tax/stamps: Deed ;Mortgage ;		
1203. State tax/stamps: Deed ;Mortgage ;		
1204. City tax/stamps: Deed ;Mortgage ;		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)	\$7,312.40	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWERS

LAKE HOUSTON REDEVELOPMENT AUTHORITY, a not for profit local government corporation created pursuant to Chapter 431 of the Texas Transportation Code

By:_____

Name:_____

Title:_____

SELLERS

BRIGHTWATER INVESTMENTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or I will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

VERONICA AGERTON

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see; Title 18 U.S. Code Section 1001 and Section 1010

Supplemental Page
HUD-1 Settlement Statement

Payoffs Breakdown		Amount
1st Payoff (Seller): Paydown for lender Consent to Prosperity Bank		
Seller Debit		\$87,522.00
Total:		\$87,522.00

Lake Houston Redevelopment Authority
Unpaid Bills Detail
As of April 27, 2021

Type	Date	Num	Memo	Open Balance
WFG National Title Company of Texas LLC				
Bill	04/27/2021	Tract 15D	Northpark Dr Overpass Acquisition Tract 15D	78,670.60
Total WFG National Title Company of Texas LLC				78,670.60
TOTAL				78,670.60

A. Settlement Statement

U.S. Department of Housing and
Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 19-359039-15D	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)*" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: LAKE HOUSTON REDEVELOPMENT AUTHORITY, A NOT FOR PROFIT LOCAL GOVERNMENT CORPORATION CREATED PURSUANT TO CHAPTER 431 OF THE TEXAS TRANSPORTATION CODE 600 TRAVIS, SUITE 4200 HOUSTON, TX 77002	E. Name & Address of Seller: VIP FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY 1380 LEAD HILL BLVD., SUITE 260 ROSEVILLE, CA 95661-2998	F. Name & Address of Lender:
G. Property Location: NORTH PARK DRIVE OVERPASS, LAKE HOUSTON REDEVELOPMENT, EASEMENT, UNRESTRICTED RESERVE A OF WOODRIDGE COMMONS, PARCEL 15D HOUSTON, TX (MONTGOMERY)	H. Settlement Agent WFG NATIONAL TITLE COMPANY OF TEXAS, LLC 4544 POST OAK PLACE, #390, HOUSTON, TX 77027	I. Settlement Date / Disbursement Date /
	J. Summary of Borrower's Transaction 100. Gross Amount Due From Borrower 101. Contract sales price 102. Personal Property 103. Settlement Charges to Borrower (line 1400) 104. 105. Adjustments for items paid by seller in advance 106. City/town taxes 107. County taxes 108. Assessments 109. 110. 111. 112. 120. Gross Amount Due From Borrower 200. Amounts Paid By Or In Behalf Of Borrower 201. Deposit or Earnest Money 202. Principal amount of new loan 203. Existing loan taken subject to 204. 205. 206. 207. 208. 209. Adjustments for items unpaid by seller 210. City/town taxes 211. County taxes 212. Assessments 213. 214. 215. 216. 217. 218. 219. 220. Total Paid By/For Borrower 300. Cash At Settlement From/To Borrower 301. Gross Amount Due From Borrower (line 120) 302. Less Amounts Paid By/For Borrower (line 220) 303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	K. Summary of Seller's Transaction 400. Gross Amount Due To Seller 401. Contract sales price 402. Personal Property 403. 404. 405. Adjustments for items paid by seller in advance 406. City/town taxes 407. County taxes 408. Assessments 409. 410. 411. 412. 420. Gross Amount Due To Seller 500. Reductions In Amount Due To Seller 501. Excess deposit (see instructions) 502. Settlement Charges to Seller (line 1400) 503. Existing loan(s) taken subject to 504. Payoff of first mortgage loan 505. Payoff of second mortgage loan 506. 507. 508. 509. Adjustments for items unpaid by seller 510. City/town taxes 511. County taxes 512. Assessments 513. 514. 515. 516. 517. 518. 519. 520. Total Reduction Amount Due Seller 600. Cash At Settlement To/From Seller 601. Gross Amount Due To Seller (line 420) 602. Less Deduction in Amt. Due To Seller (line 520) 603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller

L. Settlement Charges		
700. Total Sales/Broker's Commission		
Division of Commission (line 700) as follows:		
701.	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
702. Real Estate Commission to		
703. Commission paid at Settlement		
704.		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
1000. Reserves Deposited With Lender		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1008. Aggregate accounting adjustment		
1100. Title Charges		
1101. Settlement or closing fee to WFG National Title Company of Texas	\$600.00	
1102. Abstract or title search to WFG National Title Company of Texas	\$500.00	
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation		
1107. Attorney's fees		
(includes above item numbers:)		
1108. Title Insurance to WFG National Title Company of Texas	\$678.00	
(includes above item numbers:)		
1109. Lender's coverage Premium to WFG National Title Company of Texas		
1110. Owner's coverage \$76,788.00 Premium to WFG National Title Company of Texas		
1115. E-Recording Fee to WFG National Title Company of Texas	\$9.60	
1117. Guaranty Assessment Recoupment Charge to Texas Title Insurance Guaranty Association	\$2.00	
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$27.00; Mortgage ;Release \$39.00;	\$66.00	
1202. County tax/stamps: Deed ;Mortgage ;		
1203. State tax/stamps: Deed ;Mortgage ;		
1204. City tax/stamps: Deed ;Mortgage ;		
1205. Recording Fee, Release of Sign Easement to WFG National Title Company of Texas	\$27.00	
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)	\$1,882.60	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWERS

LAKE HOUSTON REDEVELOPMENT AUTHORITY, a not for profit local government corporation created pursuant to Chapter 431 of the Texas Transportation Code

By: Stanley J. Sarmán

Name: STANLEY J. SARMAN

Title: Chairman

SELLERS

VIP FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: VI Properties, LLC, a Delaware limited liability company, Manager

By: _____

Jason S Johnson, Chief Executive Officer

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or I will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

VERONICA AGERTON

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010

Lake Houston Redevelopment Authority
Unpaid Bills Detail
As of May 3, 2021

Type	Date	Num	Memo	Open Balance
WFG National Title Company of Texas LLC				
Bill	05/03/2021	Tract 5	Northpark Dr Overpass Acquisition Tract 5	192,006.60
Total WFG National Title Company of Texas LLC				192,006.60
TOTAL				192,006.60

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 19-359039-5	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: LAKE HOUSTON REDEVELOPMENT AUTHORITY, A NOT FOR PROFIT LOCAL GOVERNMENT CORPORATION CREATED PURSUANT TO CHAPTER 431 OF THE TEXAS TRANSPORTATION CODE 600 TRAVIS, SUITE 4200 HUMBLE, TX 77346	E. Name & Address of Seller: NBN, LLC, A TEXAS LIMITED LIABILITY COMPANY 5420 ATASCOCITA ROAD HUMBLE, TX 77002	F. Name & Address of Lender: AMEGY BANK
G. Property Location: NORTHPARK DRIVE OVERPASS, TIRZ 10, LAKE HOUSTON REDEVELOPMENT, TRACT 5 HOUSTON, TX (MONTGOMERY)	H. Settlement Agent WFG NATIONAL TITLE COMPANY OF TEXAS, LLC 4544 POST OAK PLACE, #390, HOUSTON, TX 77027	
	Place Of Settlement: 4544 POST OAK PLACE, #390 HOUSTON, TX 77027	I. Settlement Date / Disbursement Date /

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	\$189,482.00	401. Contract sales price	\$189,482.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	\$2,524.60	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$192,006.60	420. Gross Amount Due To Seller	\$189,482.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess deposit (see instructions)	
202. Principal amount of new loan		502. Settlement Charges to Seller (line 1400)	
203. Existing loan taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan to Amegy Bank, N.A.	\$189,482.00
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214		514	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	\$189,482.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$192,006.60	601. Gross Amount Due To Seller (line 420)	\$189,482.00
302. Less Amounts Paid By/For Borrower (line 220)		602. Less Deduction in Amt. Due To Seller (line 520)	\$189,482.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$192,006.60	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	\$0.00

L. Settlement Charges		
700. Total Sales/Broker's Commission	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:		
701.		
702. Real Estate Commission to		
703. Commission paid at Settlement		
704.		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
1000. Reserves Deposited With Lender		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1008. Aggregate accounting adjustment		
1100. Title Charges		
1101. Settlement or closing fee to WFG National Title Company of Texas	\$600.00	
1102. Abstract or title search to WFG National Title Company of Texas	\$500.00	
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation		
1107. Attorney's fees		
(includes above item numbers:)		
1108. Title Insurance to WFG National Title Company of Texas	\$1,304.00	
(includes above item numbers:)		
1109. Lender's coverage Premium to WFG National Title Company of Texas		
1110. Owner's coverage \$189,482.00 Premium to WFG National Title Company of Texas		
1115. State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association	\$2.00	
1117. E-Recording Fee to WFG National Title Company of Texas	\$9.60	
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$27.00;Mortgage ;Release \$39.00;	\$66.00	
1202. County tax/stamps: Deed ;Mortgage ;		
1203. State tax/stamps: Deed ;Mortgage ;		
1204. City tax/stamps: Deed ;Mortgage ;		
1205. Recording Fee for Deed of Trust to WFG National Title Company of Texas	\$43.00	
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)	\$2,524.60	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWERS

LAKE HOUSTON REDEVELOPMENT AUTHORITY, a not for profit local government corporation created pursuant to Chapter 431 of the Texas Transportation Code

By: _____

Name: _____

Title: _____

SELLERS

NBN, LLC, A TEXAS LIMITED LIABILITY COMPANY

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or I will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

VERONICA AGERTON

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see; Title 18 U.S. Code Section 1001 and Section 1010

Supplemental Page
HUD-1 Settlement Statement

Payoffs Breakdown		Amount
1st Payoff (Seller): Payoff of first mortgage loan to Amegy Bank, N.A.		
Seller Debit		\$189,482.00
Total:		\$189,482.00

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200
FAX 804 • 788 • 8218

EIN 54-0572269

INVOICE SUMMARY

Lake Houston Redevelopment Authority
ATTN: Ralph De Leon
c/o The Morton Associates
1125 Cypress Station Drive, Suite H-4
Houston, TX 77090-3062

FILE NUMBER: 122208.0000007
INVOICE NUMBER: 131778481
DATE: 04/29/2021

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: MARK B ARNOLD

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending March 31, 2021 per the attached itemization:

CURRENT INVOICE SUMMARY:

RE: (Hunton # 122208.0000007) General Counsel Services

Current Fees:	\$ 4,445.00
Current Charges:	207.52
CURRENT INVOICE AMOUNT DUE:	\$ 4,652.52

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:
HUNTON ANDREWS KURTH LLP
PO BOX 405759
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:
Bank: SunTrust now Truist Bank, Richmond, VA
Account Name: Hunton Andrews Kurth LLP Operating
Account Number: 001458094
ABA Transit: 061000104
Swift Code (International): SNTRUS3A
Information with Wire: File: 122208.0000007, Inv: 131778481, Date: 04/29/2021

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200
FAX 804 • 788 • 8218

EIN 54-0572269

INVOICE SUMMARY-REMITTANCE PAGE

Lake Houston Redevelopment Authority
ATTN: Ralph De Leon
c/o The Morton Associates
1125 Cypress Station Drive, Suite H-4
Houston, TX 77090-3062

FILE NUMBER: 122208.0000007
INVOICE NUMBER: 131778481
DATE: 04/29/2021

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: MARK B ARNOLD

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending March 31, 2021 per the attached itemization:

CURRENT INVOICE SUMMARY:

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CURRENT INVOICE AMOUNT DUE:	\$ 4,652.52

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:
HUNTON ANDREWS KURTH LLP
PO BOX 405759
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:
Bank: SunTrust now Truist Bank, Richmond, VA
Account Name: Hunton Andrews Kurth LLP Operating
Account Number: 001458094
ABA Transit: 061000104
Swift Code (International): SNTRUS3A
Information with Wire: File: 122208.0000007, Inv: 131778481, Date: 04/29/2021

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200
FAX 804 • 788 • 8218

EIN 54-0572269

INVOICE DETAIL

Lake Houston Redevelopment Authority
ATTN: Ralph De Leon
c/o The Morton Associates
1125 Cypress Station Drive, Suite H-4
Houston, TX 77090-3062

FILE NUMBER: 122208.0000007
INVOICE NUMBER: 131778481
DATE: 04/29/2021

CLIENT NAME: Lake Houston Redevelopment Authority
BILLING ATTORNEY: MARK B ARNOLD

RE: (Hunton # 122208.0000007) General Counsel Services

FOR PROFESSIONAL SERVICES RENDERED THROUGH MARCH 31, 2021:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
03/01/2021	M B ARNOLD	Review draft minutes	0.20	140.00
03/11/2021	K W CASHMAN	Review agenda and board packet and attend March 11, 2021 Board meeting.	2.00	700.00
03/11/2021	M B ARNOLD	Prepare for and participate in Board meeting	0.90	630.00
03/12/2021	M B ARNOLD	Attention to Friendswood Agreements; telephone conference with K. Ellison	0.60	420.00
03/17/2021	M B ARNOLD	Prepare for and participate in call regarding development agreements	1.20	840.00
03/22/2021	K W CASHMAN	Work on draft of minutes from the March 11, 2021 Board meeting;	1.00	350.00
03/23/2021	K W CASHMAN	Finalize draft of March 11, 2021 Board minutes; forward to Mark Arnold for review and comment.	1.00	350.00
03/31/2021	K W CASHMAN	Review agenda in preparation for April 8, 2021 Board meeting.	0.50	175.00
03/31/2021	M B ARNOLD	Prepare for and participate in working group call regarding bond structuring	1.20	840.00
TOTALS			8.60	4,445.00

HUNTON ANDREWS KURTH LLP
CLIENT NAME: Lake Houston Redevelopment Authority
FILE NUMBER: 122208.0000007

INVOICE: 131778481
DATE: 04/29/2021
PAGE: 2

TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
M B ARNOLD	Partner	4.10	700.00	2,870.00
K W CASHMAN	Paralegal	4.50	350.00	1,575.00
TOTAL FEES (\$)				4,445.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

CODE	DESCRIPTION	DATE	DESCRIPTION	AMOUNT
E107	Delivery/Messenger Services			207.52
			TOTAL E107 DELIVERY/MESSENGER SERVICES	207.52
			TOTAL CURRENT EXPENSES (\$)	207.52

INVOICE SUMMARY:

Current Fees:	\$ 4,445.00
Current Charges:	207.52
CURRENT INVOICE AMOUNT DUE:	\$ 4,652.52

HNTB Invoice Summary (03/2021)										
Task Orders		LHRA CIP Number	HNTB Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWDBE Participation	MWDBE Percentage	Fee Type
1	On-Call	T-1013	019-65885-PL-001	\$ 55,000.00	\$ 47,881.92	\$ -	\$ 7,118.08	\$ -	0.00%	Billing Rates
2	Northpark Project Mgmt	T-1013	019-65885-PL-002	\$ 539,556.50	\$ 533,848.00	\$ -	\$ 5,708.50	\$ -	0.00%	Billing Rates
3	Northpark Final Design	T-1013	019-65885-DS-001	\$ 3,714,293.72	\$ 3,606,304.85	\$ 117,650.83	\$ 107,988.87	\$ 1,093,046.22	25.37%	Lump Sum
Total Invoice Summary				\$ 4,308,850.22	\$ 4,188,034.77	\$ 117,650.83	\$ 120,815.45	\$ 1,093,046.22	25.37%	

MWBE Subconsultant Summary					
TO	MWBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
3	IMS Engineers, Inc. (MWBE)	T-1013	\$ 248,389.00	\$ 242,431.33	97.6%
3	B2Z Engineering, Inc. (MWBE)	T-1013	\$ 141,176.30	\$ 138,145.89	97.9%
3	M2L Associates Inc. (MWBE)	T-1013	\$ 263,540.92	\$ 250,423.87	95.0%
3	5engineering (MWBE)	T-1013	\$ 439,940.00	\$ 426,741.80	97.0%
Total MWBE Billed to Date			\$ 1,093,046.22	\$ 1,057,742.89	96.8%

MWBE Billed JTD (all on TO 3)	\$ 1,057,742.89
Invoiced JTD (TO 1, 2, 3)	\$ 4,188,034.77
MWBE % billed JTD	25.26%

Project Name: Northpark Drive Overpass Project (T-1013)
Project Location: I-69 to Russel Palmer Rd.

Task Order No(s). 1, 2, 3

MONTHLY PROGRESS REPORT NO. 19
February 20, 2021 to March 26, 2021

Ahead, Behind or On: *On schedule*

REMARKS:



Task Order No. 1: ON CALL SERVICES

Activities this period:

- No activity this invoice period.

Activities anticipated next period:

- No activity anticipated.

Outstanding issues:

- On-call budget is beginning to run low and may need to replenish soon, if additional tasks are requested.

Task Order No. 2: PROJECT MANAGEMENT & PRELIMINARY DESIGN

Activities this month:

- Project management and administration.
- Held bi-weekly progress meetings with design team on March 3 and March 17.
- Attended monthly board meeting held via WebEx on March 11.
- Attended the monthly COH Private Utility Coordination Meeting held on March 11.
- Continued coordination with UPRR representative on plans resubmittal and review status.

Activities anticipated next period:

- Attend internal and external monthly progress meetings, as needed.
- TxDOT & UPRR coordination.
- Schedule and attend progress meeting with UPRR.

Outstanding issues:

- No issues.

Task Order No. 3: FINAL DESIGN (PS&E)

Activities this month:

- General
 - Followed up with TxDOT regarding request made to provide the TxDOT/UPRR shared use ditch agreement.
 - Continued preparing all project manual elements for submittal with plans.
 - Continued preparing final construction cost estimate.
- Roadway Design
 - Addressed comments received from 90% submittal.
 - Prepared 100% plans and submitted for internal QC reviews.
- Traffic Control Plan
 - Addressed comments received from 90% submittal.
 - Prepared 100% plans and submitted for internal QC reviews.
 - Finalizing the Construction Time Determination for the 100% submittal.

Project Name: Northpark Drive Overpass Project (T-1013)

Project Location: I-69 to Russel Palmer Rd.

Task Order No(s). 1, 2, 3

- Traffic Signal Design
 - Addressed comments received from 90% submittal.
 - Prepared 100% plans and submitted for internal QC reviews.
- Bridge Design
 - Addressed comments received from 90% submittal.
 - Prepared 100% plans and submitted for internal QC reviews.
- Retaining Wall Design
 - Addressed comments received from 90% submittal.
 - Prepared 100% plans and submitted for internal QC reviews.
- Environmental
 - Finalized the Environmental forms/checklist items for submittal to TxDOT.

Activities anticipated next period:

- Address comments from internal QC reviews
- Submit 100% plans submittal.

Outstanding issues:

- No issues.

All subproviders on this project have been contacted to verify their monthly progress; the following subproviders provided services this service period:

- 5 Engineering (Drainage Impact Study)
 - Activities this month:
 - Coordination with design team to finalize amenity pond equalizer pipe design.
 - Activities anticipated next period:
 - Address comments from HCFCD and Montgomery County.
 - Coordinate with TxDOT on any review comments received.
 - Outstanding issues:
 - No issues.
- EHRA Engineering (Roadway & Drainage Design)
 - Activities this month:
 - Drainage
 - EHRA completed the Discipline Quality Check for the 100% Plans submittal.
 - Roadway
 - EHRA completed the Discipline Quality Check for the 100% Plans submittal.
 - Activities anticipated next period:
 - Submit 100% package.
 - Outstanding issues:
 - No issues.
- B2Z Engineering, Inc. (Geotechnical)
 - Activities this month:
 - Submitted final Geotechnical Report.
 - Activities anticipated next period:
 - No activities anticipated next period.
 - Outstanding issues:
 - No issues.

Project Name: Northpark Drive Overpass Project (T-1013)

Project Location: I-69 to Russel Palmer Rd.

Task Order No(s). 1, 2, 3

- IMS Engineers, Inc. (PER, Signing, Striping, Utilities)
 - Activities this month:
 - Continued development of pavement markings and signage plan sheets for 100% submittal.
 - Receipt of Pipeline Company requests.
 - Continued utility coordination activities including updating the final utility conflict matrix.
 - Activities anticipated next period:
 - Submit 100% package.
 - Update and finalize Utility Conflict tracking table and coordinate with utilities and design team as applicable, attend meetings with COH Utilities Coordinator.
 - Submit response to Pipeline Company information requests for LONO.
 - Outstanding issues:
 - No issues.
- M2L & Associates Inc. (Landscaping)
 - Activities this month:
 - Coordinated with KSA on design plan reviews.
 - Continued Lake and Tree Preservation coordination.
 - Engineering Team Coordination.
 - Preparing 100% submittal.
 - Activities anticipated next period:
 - Submit 100% package.
 - Outstanding issues:
 - No issues.

Prepared By: Vince Obregon, PE
Date: 4/8/2021



Lake Houston Redevelopment Authority
c/o The Morton Accounting Services
PO Box 10330
Houston, TX 77206

Invoice #: 019-65885-PL-001
LHRA CIP Number: T-1013
Project Name: NorthPark TO1 - On-Call Engineering Servi
Invoice Group: **
Invoice Date: 4/9/2021

Attention: Stanley Sarman

For Professional Services Rendered through: 03/26/21
NorthPark TO1 - On-Call Engineering Services

Phase Code / Name	% of Contract	Phase Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
Direct Expenses	9.29%	\$ 5,112.00	\$ 559.92	\$ -	10.95%	\$ 559.92
Project Management	17.06%	\$ 9,382.00	\$ 7,380.48	\$ -	78.67%	\$ 7,380.48
On-Call Tasks*	73.65%	\$ 40,506.00	\$ 39,941.52	\$ -	98.61%	\$ 39,941.52
Total Fee	\$	55,000.00				

* Fee moved from Project Management Phase to On-Call Tasks, overall budget has not been exceeded

Total Fee Earned To Date	\$ 47,881.92
Less Previous Billings	\$ 47,881.92
Amount Due This Invoice	\$ -

Total contract Amount Remaining	\$ 7,118.08
Total Percent Expended	87.06%



Lake Houston Redevelopment Authority
c/o The Morton Accounting Services
PO Box 10330
Houston, TX 77206

Invoice #: 019-65885-PL-002
LHRA CIP Number: T-1013
Project Name: NorthPark TO2 - Project Management
Invoice Group: **
Invoice Date: 4/9/2021

Attention: Stanley Sarman

For Professional Services Rendered through: 03/26/21
NorthPark TO2 - Project Management

Phase Code / Name	% of Contract	Phase Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
Direct Expenses	1.24%	\$ 6,678.08	\$ 969.58	\$ -	14.52%	\$ 969.58
Task 1 - Project Management, Administration and Coordination*	70.83%	\$ 382,176.42	\$ 382,176.42	\$ -	100.00%	\$ 382,176.42
Task 2 - TxDOT Preliminary Engineering Design & Approval*	16.81%	\$ 90,675.12	\$ 90,675.12	\$ -	100.00%	\$ 90,675.12
Task 3 - Environmental Studies*	11.13%	\$ 60,026.88	\$ 60,026.88	\$ -	100.00%	\$ 60,026.88
Total Fee		\$ 539,556.50				

* Fee moved from Task 2 to Task 3 for additional env work requested by TxDOT; Fee moved to Task 1 for necessary PM/Admin/Coordination support; overall budget has not been exceeded

Total Fee Earned To Date	\$ 533,848.00
Less Previous Billings	\$ 533,848.00
Amount Due This Invoice	\$ -

Total contract Amount Remaining	\$ 5,708.50
Total Percent Expended	98.94%



Lake Houston Redevelopment Authority
c/o The Morton Accounting Services
PO Box 10330
Houston, TX 77206

Invoice #: 019-65885-DS-001
LHRA CIP Number: T-1013
Project Name: NorthPark TO3 - Final Design
Invoice Group: **
Invoice Date: 4/9/2021

Attention: Stanley Sarman

For Professional Services Rendered through: 03/26/21
NorthPark TO3 - Final Design

Phase Code / Name	% of Contract	Phase Fee	Previous Amount	Current Amount	% Complete	MWBE Sub	Total Fee Earned
Task 1 - Preliminary Engineering Report & City of Houston Approval	4.05%	\$ 150,477.00	\$ 150,477.00	\$ -	100.00%		\$ 150,477.00
HNTB	2.71%	\$ 100,677.00	\$ 100,677.00	\$ -	100.00%		\$ 100,677.00
IMS Engineers, Inc. (MWBE)	1.34%	\$ 49,800.00	\$ 49,800.00	\$ -	100.00%	x	\$ 49,800.00
Task 2 - Comprehensive Drainage Analysis & Roadway Drainage Engineering (MWBE)	11.81%	\$ 438,680.00	\$ 416,746.00	\$ 8,773.60	97.00%		\$ 425,519.60
HNTB	11.81%	\$ 438,680.00	\$ 416,746.00	\$ 8,773.60	97.00%	x	\$ 425,519.60
Task 3 - Roadway Design	22.71%	\$ 843,655.00	\$ 780,380.88	\$ 37,964.47	97.00%		\$ 818,345.35
HNTB	13.34%	\$ 495,465.00	\$ 458,305.13	\$ 22,295.92	97.00%		\$ 480,601.05
EHRA Engineering	9.37%	\$ 348,190.00	\$ 322,075.75	\$ 15,668.55	97.00%		\$ 337,744.30
Task 4 - Miscellaneous Roadway Design	19.50%	\$ 724,383.00	\$ 692,866.68	\$ 9,784.83	97.00%		\$ 702,651.51
HNTB	17.55%	\$ 651,783.00	\$ 625,711.68	\$ 6,517.83	97.00%		\$ 632,229.51
IMS Engineers, Inc. (MWBE)	1.95%	\$ 72,600.00	\$ 67,155.00	\$ 3,267.00	97.00%	x	\$ 70,422.00
Task 5 - Drainage Design	4.54%	\$ 168,710.00	\$ 156,056.75	\$ 7,591.95	97.00%		\$ 163,648.70
EHRA Engineering	4.54%	\$ 168,710.00	\$ 156,056.75	\$ 7,591.95	97.00%		\$ 163,648.70
Task 6 - Signing, Pavement Markings and Signalization	7.23%	\$ 268,389.00	\$ 248,259.83	\$ 12,077.50	97.00%		\$ 260,337.33
HNTB	5.43%	\$ 201,570.00	\$ 186,452.25	\$ 9,070.65	97.00%		\$ 195,522.90
IMS Engineers, Inc. (MWBE)	1.80%	\$ 66,819.00	\$ 61,807.58	\$ 3,006.85	97.00%	x	\$ 64,814.43
Task 7 - Bridge Design	11.79%	\$ 437,916.00	\$ 422,588.94	\$ 2,189.58	97.00%		\$ 424,778.52
HNTB	11.79%	\$ 437,916.00	\$ 422,588.94	\$ 2,189.58	97.00%		\$ 424,778.52
Task 8 - Geotechnical Borings and Investigations	1.95%	\$ 72,316.60	\$ 68,699.57	\$ 3,617.03	100.00%		\$ 72,316.60
HNTB	0.87%	\$ 32,154.00	\$ 28,938.60	\$ 3,215.40	100.00%		\$ 32,154.00
B2Z Engineering, Inc. (MWBE)	1.08%	\$ 40,162.60	\$ 39,760.97	\$ 401.63	100.00%	x	\$ 40,162.60
Task 9 - Waterline Relocation	0.67%	\$ 24,849.00	\$ 22,985.33	\$ 1,118.20	97.00%		\$ 24,103.53
IMS Engineers, Inc. (MWBE)	0.67%	\$ 24,849.00	\$ 22,985.33	\$ 1,118.20	97.00%		\$ 24,103.53
Task 10 - Landscape Architecture	7.01%	\$ 260,540.92	\$ 221,459.78	\$ 26,054.09	95.00%		\$ 247,513.87
M2L Associates Inc. (MWBE)	7.01%	\$ 260,540.92	\$ 221,459.78	\$ 26,054.09	95.00%	x	\$ 247,513.87
Task 11 - Supplemental Survey	1.77%	\$ 65,565.00	\$ 65,565.00	\$ -	100.00%		\$ 65,565.00
EHRA Engineering	1.77%	\$ 65,565.00	\$ 65,565.00	\$ -	100.00%		\$ 65,565.00
Task 12 - Utility Investigation and Coordination	0.61%	\$ 22,521.00	\$ 20,831.93	\$ 1,013.44	97.00%		\$ 21,845.37
IMS Engineers, Inc. (MWBE)	0.61%	\$ 22,521.00	\$ 20,831.93	\$ 1,013.44	97.00%	x	\$ 21,845.37
Task 13 - Intelligent Transportation System (ITS) PS&E	1.85%	\$ 96,720.00	\$ 89,466.00	\$ 4,352.40	97.00%		\$ 93,818.40
HNTB	1.85%	\$ 96,720.00	\$ 89,466.00	\$ 4,352.40	97.00%		\$ 93,818.40
Direct Expenses	3.77%	\$ 139,571.20	\$ 132,270.33	\$ 3,113.74	97.00%		\$ 135,384.07
HNTB	0.55%	\$ 20,337.50	\$ 19,422.31	\$ 305.07	97.00%		\$ 19,727.38
EHRA Engineering	0.06%	\$ 2,160.00	\$ 1,998.00	\$ 97.20	97.00%		\$ 2,095.20
IMS Engineers, Inc. (MWBE)	0.32%	\$ 11,800.00	\$ 10,915.00	\$ 531.00	97.00%	x	\$ 11,446.00
B2Z Engineering, Inc. (MWBE)	2.72%	\$ 101,013.70	\$ 95,963.02	\$ 2,020.27	97.00%	x	\$ 97,983.29
M2L Associates Inc. (MWBE)	0.08%	\$ 3,000.00	\$ 2,775.00	\$ 135.00	97.00%	x	\$ 2,910.00
Sengineering (MWBE)	0.03%	\$ 1,260.00	\$ 1,197.00	\$ 25.20	97.00%	x	\$ 1,222.20
Total Fee		\$ 3,714,293.72					
Total Fee Earned To Date							\$ 3,606,304.85
Less Previous Billings							\$ 3,488,654.02
Amount Due This Invoice							\$ 117,650.83

WMBE TOTALS	Total Fee Earned	Total Contract
IMS Engineers, Inc. (MWBE)	\$ 242,431.33	\$ 248,389.00
B2Z Engineering, Inc. (MWBE)	\$ 138,145.89	\$ 141,176.30
M2L Associates Inc. (MWBE)	\$ 250,423.87	\$ 263,540.92
Sengineering (MWBE)	\$ 426,741.80	\$ 439,940.00

Northpark East (T-1014) HNTB Invoice Summary (03/2021)										
Task Orders		LHRA CIP Number	HNTB Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWDBE Participation	MWDBE Percentage	Fee Type
4	Harris County: Prelim Design Mgmt & Coord CSJ 0912-37-245	T-1014A	002-65885-PL-003	\$ 548,442.53	\$ 38,209.86	\$ 31,768.44	\$ 510,232.67	\$ 14,979.27		Billing Rates
4	Montgomery County: Prelim Design Mgmt & Coord CSJ 0912-72-618	T-1014B	002-65885-PL-003	\$ 393,905.92	\$ 46,067.34	\$ 34,011.48	\$ 347,838.58	\$ 9,986.18		Billing Rates
TOTALS				\$ 942,348.45	\$ 84,277.20	\$ 65,779.92	\$ 858,071.25	\$ 24,965.45	2.65%	

*Currently only billing on Task Order 4. Task Order 5 will be added to this summary in the future

MWBE Subconsultant Summary					
TO	MWBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
4	Agha Engineering, LLC	T-1014	\$ 24,965.45	\$ -	0.0%
Total MWBE Billed to Date			\$ 24,965.45	\$ -	0.0%

Project Name: Northpark Drive Reconstruction (T-1014)
Project Location: Harris County (CSJ 0912-37-245) & Montgomery County (CSJ 0912-72-618)
Task Order(s): 4, 5

MONTHLY PROGRESS REPORT NO. 02
February 20, 2021 to March 26, 2021

Ahead, Behind or On: *On Schedule*

REMARKS:

Task Order No. 4: MANAGEMENT & COORDINATION RELATED TO PRELIM DESIGN AND AGENCY COORDINATION WITH TXDOT

Activities this period:

- Developed existing and proposed typical sections.
- Designed horizontal alignments for mainlanes and cross streets.
- Began developing vertical alignments based on the available 500-yr WSEL.
- Developed sight distance triangles at each intersection to confirm require corner clips.
- Developed OpenRoads templates for the proposed improvements along the corridor.
- Began developing OpenRoads 3D models for the corridor to set ROW footprint.
- Began developing center median opening options at Glade Valley Dr, Plum Valley Dr and Stoney Glen Dr.
- Began developing preliminary pavement marking layout.
- Prepared for and coordinated the Project Kickoff meeting held on 3/22/21.
- Facilitated Project Kickoff meeting on 3/22/21.
- Attended Bens Branch/Kingwood Diversion Ditch site meeting on 3/25/21.

Activities anticipated next period:

- Continue to update corridor geometry to help finalize ROW footprint.
- Continue developing schematic refinement roll plots.
- Create an OpenRoads existing pavement model.
- Attend HCFCD Coordination meeting.
- Begin Design Concept Report (DCR) and (Design Summary Report) DSR documents to City of Houston and TxDOT, respectively

Outstanding issues:

- No issues to report.

Task Order No. 5: DRAINAGE IMPACT STUDY & FINAL DESIGN

Activities this month:

- Project Kickoff meeting held on 3/22/21.

Activities anticipated next period:

- Begin data collection for Drainage Impact Analysis.

Outstanding issues:

- No issues to report.

Project Name: Northpark Drive Reconstruction (T-1014)
Project Location: Harris County (CSJ 0912-37-245) & Montgomery County (CSJ 0912-72-618)
Task Order(s): 4, 5

All subproviders on this project have been contacted to verify their monthly progress; the following subproviders provided services this service period:

- Agha Engineering, LLC (Schematic Design Support & Drainage Design) – TO #4 & 5
 - Activities this month:
 - Attended Project Kickoff meeting on 3/22/21.
 - Activities anticipated next period:
 - Begin providing OpenRoads support for preliminary engineering.
 - Outstanding issues:
 - No issues to report.
- Gauge Engineering (Drainage Impact Study) – TO #5
 - Activities this month:
 - Attended Project Kickoff meeting on 3/22/21.
 - Coordinated Bens Branch/Kingwood Diversion Ditch site meeting between COH, HNTB and Gauge.
 - Attended Bens Branch/Kingwood Diversion Ditch site meeting on 3/25/21.
 - Began coordinating a kickoff meeting with HCFCD (to be held in April).
 - Activities anticipated next period:
 - Begin data collection for Drainage Impact Analysis.
 - Outstanding issues:
 - No issues to report.
- B2Z Engineering, Inc. (Geotechnical & Bridge Design) – TO #5
 - Activities this month:
 - Attended Project Kickoff meeting on 3/22/21.
 - Activities anticipated next period:
 - No activities anticipated next month.
 - Outstanding issues:
 - No issues to report.
- IMS Engineers, Inc. (Signing, Striping, Utilities) – TO #5
 - Activities this month:
 - Attended Project Kickoff meeting on 3/22/21.
 - Activities anticipated next period:
 - No activities anticipated next month.
 - Outstanding issues:
 - No issues to report.
- M2L & Associates Inc. (Landscaping) – TO #5
 - Activities this month:
 - Attended Project Kickoff meeting on 3/22/21.
 - Activities anticipated next period:
 - No activities anticipated next month.
 - Outstanding issues:
 - No issues to report.

Prepared By: Vince Obregon, PE
Date: 4/9/2021

Lake Houston Redevelopment Authority
c/o The Morton Accounting Services
PO Box 10330
Houston, TX 77206

Invoice #: 002-65885-PL-003
LHRA CIP Number: T-1014 (A&B)
Project Name: Northpark TO4
Invoice Date: 4/9/2021

Attention: Stanley Sarman

For Professional Services Rendered through: 03/26/2021

Northpark TO4

Project: Management & coordination related to preliminary design and agency coordination with TxDOT

Phase Code / Name	Previous				Total Fee Earned
	% of Contract	Fee	Amount	Current Amount	% Complete
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245)	56.14%	\$ 529,020.00	\$ 6,441.42	\$ 31,768.44	7.22%
T-1014A - HNTB Expenses - Harris County (CSJ 0912-37-245)	0.47%	\$ 4,443.26	-	\$ -	0.00%
T-1014A - Subconsultant - Agha Engineering, LLC. - Harris County (CSJ 0912-37-245)	1.59%	\$ 14,979.27	-	\$ -	0.00%
T-1014A - Harris County (CSJ 0912-37-245) Total		\$ 548,442.53	\$ 6,441.42	\$ 31,768.44	\$ 38,209.86
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618)	40.43%	\$ 380,985.00	\$ 12,055.86	\$ 34,011.48	12.09%
T-1014B - HNTB Expenses - Montgomery County (CSJ 0912-72-618)	0.31%	\$ 2,934.74	-	\$ -	0.00%
T-1014B - Subconsultant - Agha Engineering, LLC. - Montgomery County (CSJ 0912-72-618)	1.06%	\$ 9,986.18	-	\$ -	0.00%
T-1014B - Montgomery County (CSJ 0912-72-618) Total		\$ 393,905.92	\$ 12,055.86	\$ 34,011.48	\$ 46,067.34
TOTALS (T-1014A & T-1014B)		\$ 942,348.45	\$ 18,497.28	\$ 65,779.92	8.94%

Total Fee Earned To Date \$ 84,277.20
Less Previous Billings \$ 18,497.28
Amount Due This Invoice \$ 65,779.92

Total contract Amount Remaining \$ 858,071.25
Total Percent Expended 8.94%

	Harris County	Montgomery Cty	
MWBE TRACKING	(CSJ 0912-37-245)	(CSJ 0912-72-618)	Total Contract
AGHA Engineering, LLC	\$ -	\$ -	\$ 24,965.45

BILLING REPORT

Bill 4R Labor by Segment (Date Range)

Direct Payroll

Dates: 2/20/2021 through 3/26/2021

Job	65885	Northpark West	E/O	Voinis, MG (17828)	Ofc 027			
Ph Seg	PL-003	Northpark East (T-1014) LHRA T	P/M	Obregon, VR (15220)	Ofc 027			
			B/O	Houston TX	Ofc 027			
			B/F	HNTB Infrastructure				
Ofc	EmpNo	Employee	Shift Code	Trans Type	Rate	Hours	Amount	Remarks
027	01210	Salinas, Joel R			92.64	4.00	370.56	Reg-Ovt
					92.64	15.00	1,389.60	Regular
027	14936	Ikpat, Paula A			48.40	3.50	169.40	Reg-Ovt
					48.40	32.00	1,548.80	Regular
027	15220	Obregon, Vicente R			121.76	31.00	3,774.56	Regular
027	20266	Oetjen, Tanner D			39.04	3.00	117.12	Regular
027	20906	Stack, Payton			31.76	1.00	31.76	Reg-Ovt
					31.76	163.50	5,192.76	Regular
027	21454	Blechle, Courtney L			56.24	1.00	56.24	Regular
027	21462	McKenna, Meaghan A			38.72	12.00	464.64	Reg-Ovt
					38.72	177.50	6,872.80	Regular
027	22142	Lark, Kelly			66.48	1.00	66.48	Regular
027	22798	Light, Kate			46.24	18.50	855.44	Regular
027	23832	Scott, Sandra			38.24	26.00	994.24	Regular
027	23927	Eby, Scott D			22.24	1.00	22.24	Regular
Total Labor Distribution								
Billing Item: 65885-PL-003						469.50	20,890.28	Regular
						20.50	1,036.36	Reg-Ovt
						490.00	21,926.64	Total
					Multiplier		X3	
							65,779.92	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 2/26/2021 3:58:47 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at 3/1/2021 9:06:09 AM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

02/26/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	101	T903	027	

Northpark West - MC-Coord Mtgs

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 0.00 0.00 0.00 0.00 4.00 4.00 0.00 4.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 3/5/2021 12:34:02 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/5/2021 3:31:30 PM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

03/05/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	101	T903	027	

Northpark West - MC-Coord Mtgs

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50		1.50
0.00	0.00	0.00	0.00	0.00	1.00	0.00		1.00	
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50		1.50
0.00	0.00	0.00	0.00	0.00	1.00	0.00		1.00	

0.00 0.00 0.00 1.00 0.00 2.00 0.00 1.00 2.00 3.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 3/12/2021 1:34:19 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/12/2021 4:10:31 PM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	101	T903	027	

Northpark West - MC-Coord Mtgs

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	1.00	0.00	0.50	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 01210 at 3/12/2021 1:34:19 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at Francisco Estrada - 14591 at 3/12/2021 4:10:31 PM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	102	T905	027	

Northpark West - MC-TxDOT Data Coll & Design Cr

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

65885	PL	003	202	T905	027	
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Northpark West - HC-TxDOT Data Coll & Design Cr

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00
0.00	0.00	0.00	0.50	0.00	0.50	0.00		1.00	
0.00	0.00	0.00	0.00	1.00	0.00	0.50	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00
0.00	0.00	0.00	0.50	0.00	0.50	0.00		1.00	
0.00	0.00	0.00	1.00	2.00	1.00	1.00	3.00	2.00	5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 3/26/2021 11:20:42 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at 3/29/2021 9:08:10 AM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

03/26/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	202	T905	027	

Northpark West - HC-TxDOT Data Coll & Design Cr

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

65885	PL	003	102	T905	027	
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Northpark West - MC-TxDOT Data Coll & Design Cr

65885	PL	003	101	T903	027	
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Northpark West - MC-Coord Mtgs

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	1.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	1.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	3.00	0.00	2.00	2.00	0.00	7.00	0.00	7.00



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 2/26/2021 2:18:40 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 2/26/2021 4:12:49 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

02/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

Northpark West

65885	PL	003	102	T906	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 1.00 0.00 0.00 0.00 0.00 1.00 0.00 1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 3/5/2021 4:00:35 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/5/2021 4:05:59 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

03/05/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

Northpark East

65885	PL	003	202	T906	027	
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Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	3.00	1.50	0.00	0.00	0.00	4.50		4.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	3.00	1.50	0.00	0.00	0.00	4.50		4.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 6.00 3.00 0.00 0.00 0.00 9.00 0.00 9.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 3/12/2021 8:53:15 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/12/2021 1:41:44 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

Northpark East

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	0.00	0.00	1.00	1.50		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 14936 at 3/12/2021 8:53:15 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at Joel Salinas - 01210 at 3/12/2021 1:41:44 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50		2.00
0.00	0.00	0.00	0.00	0.00	0.00	1.50		1.50	
0.00	0.00	0.00	1.00	0.00	0.00	3.00	2.00	2.00	4.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 3/26/2021 9:21:45 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at 3/19/2021 10:59:17 AM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

03/19/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark West

65885	PL	003	102	T906	027	
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Northpark East

65885	PL	003	202	T906	027	
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Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.50	0.00	2.00	2.50	6.00		6.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	2.50	0.00	2.00	3.50	8.00	0.00	8.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 3/26/2021 1:47:08 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/26/2021 1:53:45 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

Northpark East

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	0.00	4.00	0.00	4.50		4.75
0.00	0.00	0.00	0.00	0.00	0.00	0.25		0.25	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 14936 at 3/26/2021 1:47:08 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at Joel Salinas - 01210 at 3/26/2021 1:53:45 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

Northpark East

65885	PL	003	101	T901	027	
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Northpark West

65885	PL	003	201	T901	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	0.00	3.00	0.00	3.50		4.75
0.00	0.00	0.00	0.00	0.00	1.00	0.25		1.25	
0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	4.00	1.00	0.00	8.00	0.50	12.00	1.50	13.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

15220 at 2/26/2021 1:39:12 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

LeAnne Napolillo - 27545 at 2/26/2021 3:23:13 PM

EMPLOYEE NAME

Vicente R Obregon

EMPLOYEE NUMBER

15220

OFFICE

027

SECTION

147

WEEK ENDING

02/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark (East)

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	2.00	2.00	2.00	2.00	0.00	8.00		8.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.00	2.00	2.00	2.00	0.00	8.00	0.00	8.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

15220 at 3/5/2021 3:33:55 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

LeAnne Napolillo - 27545 at 3/5/2021 5:23:17 PM

EMPLOYEE NAME

Vicente R Obregon

EMPLOYEE NUMBER

15220

OFFICE

027

SECTION

147

WEEK ENDING

03/05/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark (East)

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	0.00	0.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

15220 at 15220 at 3/5/2021 3:33:55 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

LeAnne Napolillo - 27545 at LeAnne Napolillo - 27545 at 3/5/2021 5:23:17 PM

EMPLOYEE NAME

Vicente R Obregon

EMPLOYEE NUMBER

15220

OFFICE

027

SECTION

147

WEEK ENDING

03/05/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T901	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	1.00	1.00	1.00	5.00		5.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.00	2.00	1.00	1.00	1.00	7.00	0.00	7.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

15220 at 3/12/2021 12:00:27 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/12/2021 4:17:30 PM

EMPLOYEE NAME

Vicente R Obregon

EMPLOYEE NUMBER

15220

OFFICE

027

SECTION

147

WEEK ENDING

03/12/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark (East)

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	201	T901	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	0.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	1.00	0.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.00	2.00	0.00	2.00	0.00	6.00	0.00	6.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

15220 at 3/18/2021 11:19:02 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

LeAnne Napolillo - 27545 at 3/19/2021 1:17:40 AM

EMPLOYEE NAME

Vicente R Obregon

EMPLOYEE NUMBER

15220

OFFICE

027

SECTION

147

WEEK ENDING

03/19/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark East MC Proj. Mngt.

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	201	T901	027	

Northpark East HC Proj. Mngt

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	1.00	1.00	0.00	4.00		4.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	1.00	1.00	1.00	0.00	4.00		4.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

Run By True Yang on 04/07/21 11:29 AM

Week Begin Date=2/20/2021, Week End Date=3/26/2021, Job=65885, Phase=pl, Segment=003, SubSegment=, Firm=, Office=, Employee=, Suppress Remarks=NO, Add Page

Breaks=NO, Suppress Comments=YES

Project and Company Confidential

v1.4.55



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

TOTALS----->

0.00 0.00 2.00 2.00 2.00 2.00 0.00 8.00 0.00 8.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

15220 at 3/26/2021 11:12:49 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

LeAnne Napolillo - 27545 at 3/26/2021 2:22:01 PM

EMPLOYEE NAME

Vicente R Obregon

EMPLOYEE NUMBER

15220

OFFICE

027

SECTION

147

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T901	027	

Northpark East HC Proj. Mngt

65885	PL	003	101	T901	027	
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Northpark East MC Proj. Mngt.

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	1.00	0.00	0.00	2.00	0.00	2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20266 at 3/18/2021 11:17:50 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at 3/19/2021 10:57:50 AM

EMPLOYEE NAME

Tanner Dallas Oetjen

EMPLOYEE NUMBER

20266

OFFICE

027

SECTION

120

WEEK ENDING

03/19/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T901	027	

Northpark West

65885	PL	003	101	T901	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20266 at 3/26/2021 9:39:24 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/26/2021 11:30:17 AM

EMPLOYEE NAME

Tanner Dallas Oetjen

EMPLOYEE NUMBER

20266

OFFICE

027

SECTION

120

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark West

65885	PL	003	201	T901	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 1.00 0.00 0.00 0.00 0.00 1.00 0.00 1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20906 at 2/26/2021 8:51:48 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 2/26/2021 4:20:04 PM

EMPLOYEE NAME

Payton Stack

EMPLOYEE NUMBER

20906

OFFICE

027

SECTION

120

WEEK ENDING

02/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

NP East Schem Refin

65885	PL	003	202	T906	027	
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NP East Schem Refin

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	2.50	4.50	4.25	4.50	2.25	18.00		18.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.50	4.50	4.25	4.50	2.25	18.00		18.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 5.00 9.00 8.50 9.00 4.50 36.00 0.00 36.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20906 at 3/5/2021 9:01:38 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/5/2021 12:45:29 PM

EMPLOYEE NAME

Payton Stack

EMPLOYEE NUMBER

20906

OFFICE

027

SECTION

120

WEEK ENDING

03/05/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

NP East Schem Refin

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	4.00	4.00	4.50	4.50	2.00	19.00		19.50
0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20906 at 20906 at 3/5/2021 9:01:38 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at Joel Salinas - 01210 at 3/5/2021 12:45:29 PM

EMPLOYEE NAME

Payton Stack

EMPLOYEE NUMBER

20906

OFFICE

027

SECTION

120

WEEK ENDING

03/05/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

NP East Schem Refin

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	4.00	4.00	4.50	4.50	2.00	19.00		19.50
0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	
0.00	0.00	8.00	8.00	9.00	9.00	5.00	38.00	1.00	39.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20906 at 3/12/2021 8:53:25 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/12/2021 1:50:58 PM

EMPLOYEE NAME

Payton Stack

EMPLOYEE NUMBER

20906

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

NP East Schem Refin

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	102	T906	027	

NP East Schem Refin

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	3.75	4.50	3.25	4.25	2.25	18.00		18.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	3.75	4.50	3.25	4.25	2.25	18.00		18.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	7.50	9.00	6.50	8.50	4.50	36.00	0.00	36.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20906 at 3/19/2021 8:04:21 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at 3/19/2021 10:57:28 AM

EMPLOYEE NAME

Payton Stack

EMPLOYEE NUMBER

20906

OFFICE

027

SECTION

120

WEEK ENDING

03/19/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

NP East Schem Refin

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	102	T906	027	

NP East Schem Refin

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	4.50	4.25	3.75	4.00	1.00	17.50		17.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	4.50	4.25	3.75	4.00	1.00	17.50		17.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

TOTALS----->

0.00 0.00 9.00 8.50 7.50 8.00 2.00 35.00 0.00 35.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

20906 at 3/26/2021 11:47:57 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/26/2021 12:10:49 PM

EMPLOYEE NAME

Payton Stack

EMPLOYEE NUMBER

20906

OFFICE

027

SECTION

120

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

NP East Schem Refin

65885	PL	003	202	T906	027	
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NP East Schem Refin

65885	PL	003	201	T901	027	
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Northpark East PM

65885	PL	003	101	T901	027	
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Northpark East PM

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.75	1.50	0.00	1.50	4.00	1.00	8.75		8.75
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.75	1.50	0.00	1.50	4.00	1.00	8.75		8.75
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 1.50 4.00 0.00 3.00 8.00 2.00 18.50 0.00 18.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21454 at 3/26/2021 11:06:13 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Kelly Lark - 22142 at 3/26/2021 11:22:05 AM

EMPLOYEE NAME

Courtney Lee Blechle

EMPLOYEE NUMBER

21454

OFFICE

027

SECTION

126

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	203	T908	027	

Northpark West

65885	PL	003	103	T908	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 1.00 0.00 0.00 0.00 0.00 1.00 0.00 1.00



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21462 at 2/26/2021 9:56:46 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 2/26/2021 4:14:39 PM

EMPLOYEE NAME

Meaghan Anne McKenna

EMPLOYEE NUMBER

21462

OFFICE

027

SECTION

120

WEEK ENDING

02/26/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	102	T906	027	

Northpark West

65885	PL	003	202	T906	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.50	4.00	2.50	1.50	3.50	13.00		15.00
0.00	0.00	1.00	0.50	0.00	0.50	0.00		2.00	
0.00	0.00	2.00	4.00	2.50	2.00	4.00	14.50		16.50
0.00	0.00	0.50	1.00	0.50	0.00	0.00		2.00	

0.00 0.00 5.00 9.50 5.50 4.00 7.50 27.50 4.00 31.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21462 at 3/5/2021 8:51:31 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/5/2021 12:42:18 PM

EMPLOYEE NAME

Meaghan Anne McKenna

EMPLOYEE NUMBER

21462

OFFICE

027

SECTION

120

WEEK ENDING

03/05/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	202	T906	027	

Northpark West

65885	PL	003	102	T906	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
1.00	0.00	3.00	3.50	4.50	4.00	3.50	19.50		20.50
0.00	0.00	0.00	1.00	0.00	0.00	0.00		1.00	
1.00	0.00	3.00	4.00	3.50	3.00	3.00	17.50		19.50
0.00	0.00	0.00	0.00	1.00	1.00	0.00		2.00	

2.00 0.00 6.00 8.50 9.00 8.00 6.50 37.00 3.00 40.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21462 at 3/12/2021 8:54:29 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/12/2021 1:42:46 PM

EMPLOYEE NAME

Meaghan Anne McKenna

EMPLOYEE NUMBER

21462

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	202	T906	027	

Northpark West

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	3.00	4.00	4.00	2.00	4.00	17.00		19.50
0.00	0.00	1.00	0.50	0.00	1.00	0.00		2.50	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21462 at 21462 at 3/12/2021 8:54:29 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at Joel Salinas - 01210 at 3/12/2021 1:42:46 PM

EMPLOYEE NAME

Meaghan Anne McKenna

EMPLOYEE NUMBER

21462

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	3.50	4.00	4.00	2.50	4.00	18.00		19.00
0.00	0.00	0.00	0.50	0.50	0.00	0.00		1.00	
0.00	0.00	7.50	9.00	8.50	5.50	8.00	35.00	3.50	38.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21462 at 3/18/2021 3:26:11 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at 3/19/2021 10:58:15 AM

EMPLOYEE NAME

Meaghan Anne McKenna

EMPLOYEE NUMBER

21462

OFFICE

027

SECTION

120

WEEK ENDING

03/19/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

Northpark West

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	202	T906	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	4.50	5.00	4.50	4.50	1.00	19.50		19.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	5.00	4.50	5.00	4.00	1.50	20.00		20.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	9.50	9.50	9.50	8.50	2.50	39.50	0.00	39.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21462 at 3/26/2021 10:02:08 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/26/2021 11:28:47 AM

EMPLOYEE NAME

Meaghan Anne McKenna

EMPLOYEE NUMBER

21462

OFFICE

027

SECTION

120

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

Northpark West

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	102	T906	027	

Northpark West

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	4.50	4.00	4.00	4.00	3.00	19.50		20.00
0.00	0.00	0.00	0.50	0.00	0.00	0.00		0.50	
0.00	0.00	4.00	4.00	4.00	3.00	4.00	19.00		20.00
0.00	0.00	0.00	1.00	0.00	0.00	0.00		1.00	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

TOTALS----->

0.00 0.00 8.50 9.50 8.00 7.00 7.00 38.50 1.50 40.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

22142 at 3/26/2021 9:51:41 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Michael Voinis - 17828 at 3/26/2021 10:16:56 AM

EMPLOYEE NAME

Kelly Lark

EMPLOYEE NUMBER

22142

OFFICE

027

SECTION

126

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	103	T908	027	

Northpark West

65885	PL	003	203	T908	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

22798 at 2/26/2021 8:45:40 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 2/26/2021 4:13:24 PM

EMPLOYEE NAME

Kate Light

EMPLOYEE NUMBER

22798

OFFICE

027

SECTION

120

WEEK ENDING

02/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	202	T906	027	

Northpark East

65885	PL	003	102	T906	027	
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Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.50	2.00	0.00	0.00	0.00	3.50		3.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.50	2.00	0.00	0.00	0.00	3.50		3.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	3.00	4.00	0.00	0.00	0.00	7.00	0.00	7.00



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

22798 at 3/5/2021 9:08:19 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/5/2021 12:41:33 PM

EMPLOYEE NAME

Kate Light

EMPLOYEE NUMBER

22798

OFFICE

027

SECTION

120

WEEK ENDING

03/05/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	102	T906	027	

Northpark East

65885	PL	003	202	T906	027	
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Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 0.00 2.00 0.00 0.00 0.00 2.00 0.00 2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

22798 at 3/12/2021 10:06:26 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/12/2021 1:42:15 PM

EMPLOYEE NAME

Kate Light

EMPLOYEE NUMBER

22798

OFFICE

027

SECTION

120

WEEK ENDING

03/12/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	202	T906	027	

Northpark East

65885	PL	003	102	T906	027	
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Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	1.00	0.50	1.00	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	1.00	0.50	1.00	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 0.00 0.00 2.00 1.00 2.00 5.00 0.00 5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

22798 at 3/18/2021 10:41:49 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at 3/19/2021 10:58:26 AM

EMPLOYEE NAME

Kate Light

EMPLOYEE NUMBER

22798

OFFICE

027

SECTION

120

WEEK ENDING

03/19/2021

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	202	T906	027	

Northpark East

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

22798 at 22798 at 3/18/2021 10:41:49 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Lorie Morrison - 24266 at Lorie Morrison - 24266 at 3/19/2021 10:58:26 AM

EMPLOYEE NAME

Kate Light

EMPLOYEE NUMBER

22798

OFFICE

027

SECTION

120

WEEK ENDING

03/19/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00	0.00	2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

22798 at 3/26/2021 9:34:32 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 3/26/2021 11:26:12 AM

EMPLOYEE NAME

Kate Light

EMPLOYEE NUMBER

22798

OFFICE

027

SECTION

120

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	102	T906	027	

Northpark East

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	202	T906	027	

Northpark East

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.75	0.50	0.00	0.00	0.00	1.25		1.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.75	0.50	0.00	0.00	0.00	1.25		1.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.50	1.00	0.00	0.00	0.00	2.50	0.00	2.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 2/26/2021 7:17:47 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 2/26/2021 10:35:45 AM

EMPLOYEE NAME

Sandra Scott

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

02/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T902	027	

Northpark West

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	201	T902	027	

Northpark West

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	1.50	0.00	0.00	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	0.00	1.00	1.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

TOTALS----->

0.00 0.00 1.00 1.00 1.50 1.00 1.00 5.50 0.00 5.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 3/5/2021 7:15:12 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/5/2021 11:27:35 AM

EMPLOYEE NAME

Sandra Scott

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

03/05/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T902	027	

Northpark West

65885	PL	003	101	T902	027	
-------	----	-----	-----	------	-----	--

Northpark West

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	1.00	1.00	0.00	0.00	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	2.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.50 1.00 3.00 1.00 0.00 5.50 0.00 5.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 3/12/2021 7:12:48 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/12/2021 10:13:15 AM

EMPLOYEE NAME

Sandra Scott

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

03/12/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T902	027	

Northpark West

65885	PL	003	201	T902	027	
-------	----	-----	-----	------	-----	--

Northpark West

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	1.00	1.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	1.00	0.00	0.50	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.50 0.00 2.00 1.00 0.50 4.00 0.00 4.00



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 3/18/2021 1:55:42 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/18/2021 4:03:45 PM

EMPLOYEE NAME

Sandra Scott

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

03/19/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T902	027	

Northpark West

65885	PL	003	101	T902	027	
-------	----	-----	-----	------	-----	--

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	0.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	1.00	0.00	1.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 1.00 1.00 1.00 1.00 1.00 5.00 0.00 5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 3/26/2021 7:16:05 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/26/2021 9:15:25 AM

EMPLOYEE NAME

Sandra Scott

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

03/26/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T902	027	

Northpark West

65885	PL	003	101	T902	027	
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Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	1.00	1.00	1.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	1.00	0.00	1.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 1.00 0.00 2.00 1.00 2.00 6.00 0.00 6.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23927 at 3/5/2021 9:29:30 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 3/5/2021 11:25:14 AM

EMPLOYEE NAME

Scott Douglas Eby

EMPLOYEE NUMBER

23927

OFFICE

027

SECTION

380

WEEK ENDING

03/05/2021

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T902	027	

Northpark West

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



Daily Time Charged

Job 65885 Northpark West

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 02/20/2021 through 03/26/2021

TOTALS-----> 0.00 0.00 1.00 0.00 0.00 0.00 0.00 1.00 0.00 1.00

	SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
REPORT	2.00	1.50	107.50	110.00	96.50	103.50	69.00	469.50	20.50	490.00



4/6/2021

System Invoice Number 171890
Project 06271-0004
Project Invoice Number 13

**STAN SARMAN, CHAIRMAN
LAKE HOUSTON REDEVELOPMENT AUTHORITY TIRZ #
TAX INCREMENT REINVESTMENT ZONE # 10
C/O HUNTON ANDREWS KURTH
600 TRAVIS STREET. STE 4200
HOUSTON TX 77002**

Project : Northpark Dr. Design Surveys (T-1013)

For Professional Services Rendered through: 3/27/2021

Amount Due This Invoice =====> 4,298.78

Your prompt payment is appreciated. As of the date of this billing, the invoices below are still unpaid. If you have questions or do not believe this information is correct, please contact us.

Inv #	IG	Inv Date	Inv Amount	Payments	Balance	Days Old
171403	**	03/12/2021	11,583.80	0.00	11,583.80	25
				Total	11,583.80	

**Questions about this invoice?
Call Angela Dale
910-343-1048**

Remittance Page - Please Reference Invoice # 171890 on Your Payment and Return a Copy of this Page with Your Payment. Thank You.



Page 1
 Inv # 171890
 Project 06271-0004

Design Survey

Professional Services :	<u>Hours</u>	<u>Amount</u>	
Administrative Assistant	0.30	21.83	
Project Coordinator	6.50	675.68	
Sr. Surveyor/Project Manager III	3.50	819.42	
Utility Engineering Sr. Project Mgr	13.00	2,730.00	
Total Labor	23.30		4,246.93

Unit Priced Expenses :	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>	
Company Truck Mileage	61.00	0.850	51.85	
Total Reimbursables				51.85

Upset Limits	Current	Prior	Total	
Limit			210,000.00	
Incurred	4,298.78	191,076.76	195,375.54	
Invoiced	4,298.78	191,076.76	195,375.54	
Remaining			14,624.46	
Design Survey Total				4,298.78

Total Due This Invoice **4,298.78**

Incurring To Date :	Fee	Labor	Consultant	Expense	Tax	Invoiced
	0.00	191,395.84	0.00	3,979.70	0.00	195,375.54



ENGINEERS
SURVEYORS
PLANNERS

April 7, 2021

06271-0004

Lake Houston Redevelopment Authority & TIRZ No. 10
C/O Stan Sarman
Hunton Andrews Kurth
600 Travis, Suite 4200
Houston, Texas 77002

Subject: Control and Design Surveys for Tracts 13A1 and 26A1 for Northpark Drive, Montgomery County, Texas.

McKim & Creed Project No. 06271-0004
Project Invoice No. 13

Description of work performed through 3/27/2021:

1. Continued follow-up with City of Houston Public Works to check status on 3/2 (e-mail, no response), 3/10 (call & voicemail, no response), 3/12(received call from Embry Woods to discuss status), 3/18 (e-mail, no response), 3/19 (e-mail, no response), 3/25 (e-mail, no response), 3/31 (received markups from George Rodriguez, addressed, and re-submitted same day) for the surveys listed below.
 - a. One signed and sealed 11" x 17" Exhibit for each of **Tracts 13A1 and 26A1** showing Easements for a new storm drainage line.
 - b. One signed and sealed metes and bounds description each of **Tracts 13A1 and 26A1**.
2. Week of 3/22/2021 started coordination with Paula Ikpat at HNTB and others for SUE QL-A task to obtain accurate XYZ on two existing Williams gas pipelines.

Sincerely,

Jason A. Jernigan
Texas Geomatics Regional Director
McKim & Creed, Inc.

9960 West Sam Houston Pkwy. South

Suite 200

Houston, TX 77095

713.659.0021

Fax 832.603.4450

www.mckimcreed.com

TBPLS Firm Reg. No. 101776-00

MCKIM & CREED, INC.
Invoice Backup - eTime



Project :062710004 -- Northpark Dr. Design Surveys
Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
3/6/2021

31718 William S. Patterson

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 2/28	Mon 3/1	Tue 3/2	Wed 3/3	Thu 3/4	Fri 3/5	Sat 3/6	Total
062710004	11TP00	****	03000	UM2	****	**	*	***	***			3.00		1.00	2.00		6.00
063250012	11SU0B	****	03000	UM2	****	**	*	***	***				2.00		2.00		4.00
11	MEET	****	03000	UM2	****	**	*	***	***			1.00		1.00			2.00
11	MGMT	****	03000	UM2	****	**	*	***	***		7.00		1.00	5.00	1.00		14.00
11	OTH	VEH	03000	UM2	****	**	*	***	***		1.00	0.50	0.50	1.00	1.00		4.00
60BD	****	****	03000	UM2	****	**	*	***	***			3.00	2.00	5.00			10.00
Week Total											8.00	7.50	5.50	13.00	6.00		40.00
Total Regular Hours											8.00	7.50	5.50	13.00	6.00		40.00
Total for 3/6/2021											8.00	7.50	5.50	13.00	6.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/9/2021 7:09:43AM	Sean Patterson	Signed
3/9/2021 7:17:01AM	Jason Jernigan	Approved
3/9/2021 11:03:52AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710004 -- Northpark Dr. Design Surveys
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

31718 William S. Patterson

Regular Hours

Project	Phase	Task	Org	Class	Activ	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710004	11SU0A	****	03000	UM2	****	**	*	***	***		1.00		4.00	2.00			7.00
062710007	11SU0B	****	03000	UM2	****	**	*	***	***		1.00						1.00
063250012	11SU0A	****	03000	UM2	****	**	*	***	***		1.00						1.00
11	MEET	****	03000	UM2	****	**	*	***	***		3.00		0.50	2.00			5.50
11	MGMT	****	03000	UM2	****	**	*	***	***		2.00	7.00	5.00	1.50			15.50
60BD	****	****	03000	UM2	****	**	*	***	***			5.00	3.00		2.00		10.00
Week Total											8.00	12.00	12.50	5.50	2.00		40.00
Total Regular Hours											8.00	12.00	12.50	5.50	2.00		40.00
Total for 3/27/2021											8.00	12.00	12.50	5.50	2.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/30/2021 7:32:32AM	Sean Patterson	Signed
3/30/2021 7:39:49AM	Jason Jernigan	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.
Invoice Backup - eTime



Project :062710004 -- Northpark Dr. Design Surveys
Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
3/6/2021

63223 Jason Anthony Jernigan

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 2/28	Mon 3/1	Tue 3/2	Wed 3/3	Thu 3/4	Fri 3/5	Sat 3/6	Total
062710004	11TP00	****	03000	CM3	****	**	*	***	***					1.00			1.00
079930006	11TP00	****	03000	SM3	****	**	*	***	***						2.00		2.00
11	MEET	****	03000	SM3	****	**	*	***	***			1.00					1.00
11	MGMT	****	03000	SM3	****	**	*	***	***			1.00	3.00				3.00
11	REC	****	03000	SM3	****	**	*	***	***				2.00	1.00			3.00
50PROP	****	****	03000	SM3	****	**	*	***	***			4.00	1.00	2.00	2.00		9.00
60BD	****	****	03000	SM3	****	**	*	***	***		5.00	3.00	4.00	1.00			13.00
80	****	PROD	03000	SM3	****	**	*	***	***						8.00		8.00
Week Total											5.00	8.00	10.00	5.00	12.00		40.00
Total Regular Hours											5.00	8.00	10.00	5.00	12.00		40.00
Total for 3/6/2021											5.00	8.00	10.00	5.00	12.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/8/2021 8:39:38AM	Jason Jernigan	Signed
3/8/2021 1:55:55PM	Tim Cawood	Approved
3/9/2021 11:03:52AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710004 -- Northpark Dr. Design Surveys
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/13/2021

63223 Jason Anthony Jernigan

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/7	Mon 3/8	Tue 3/9	Wed 3/10	Thu 3/11	Fri 3/12	Sat 3/13	Total
060220009	11CS00	****	03000	SM3	****	**	*	***	***					10.00			10.00
062710004	11TP00	****	03000	CM3	****	**	*	***	***						1.00		1.00
11	MGMT	****	03000	SM3	****	**	*	***	***		5.00	1.00					6.00
11	PERF	****	03000	SM3	****	**	*	***	***			7.00	3.00				10.00
11	STRAT	PM	03000	SM3	****	**	*	***	***						1.00		1.00
50PROP	****	****	03000	SM3	****	**	*	***	***		1.00		2.00				3.00
60BD	****	****	03000	SM3	****	**	*	***	***		2.00			1.00	6.00		9.00
Week Total											8.00	8.00	5.00	11.00	8.00		40.00
Total Regular Hours											8.00	8.00	5.00	11.00	8.00		40.00
Total for 3/13/2021											8.00	8.00	5.00	11.00	8.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/15/2021 10:18:20AM	Jason Jernigan	Signed
3/15/2021 11:11:11AM	Tim Cawood	Approved
3/16/2021 11:04:00AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710004 -- Northpark Dr. Design Surveys
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

63223 Jason Anthony Jernigan

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710004	11SU0A	****	03000	SM3	****	**	*	***	***					1.00			1.00
062710004	11TP00	****	03000	CM3	****	**	*	***	***					0.50			0.50
071950036	11ES00	****	03000	SM3	****	**	*	***	***				0.75				0.75
071950036	11ES01	****	03000	SM3	****	**	*	***	***				0.75				0.75
071950050	11ES00	****	03000	SM3	****	**	*	***	***					2.50			2.50
11	MEET	****	03000	SM3	****	**	*	***	***			0.50	1.00				1.50
50PROP	****	****	03000	SM3	****	**	*	***	***				5.00	1.00	5.00		11.00
60BD	****	****	03000	SM3	****	**	*	***	***		8.00	7.50	0.50	2.00			18.00
80	****	PROD	03000	SM3	****	**	*	***	***						4.00		4.00
Week Total											8.00	8.00	8.00	7.00	9.00		40.00
Total Regular Hours											8.00	8.00	8.00	7.00	9.00		40.00
Total for 3/27/2021											8.00	8.00	8.00	7.00	9.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 10:07:14AM	Jason Jernigan	Signed
3/29/2021 12:45:03PM	Tim Cawood	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710004 -- Northpark Dr. Design Surveys
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

63469 Derek Gordon Dillmann

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
061760056	PM	MC	03000	PC	****	**	*	***	***					5.00	2.00		7.00
062710004	11SU0A	****	03000	PC	****	**	*	***	***				2.00	2.00	2.50		6.50
071950051	11BD00	****	03000	PC	****	**	*	***	***			0.50					0.50
082360001	11SU0B	****	03000	PC	****	**	*	***	***		7.00	4.50	2.00	0.50			14.00
11	MGMT	****	03000	PC	****	**	*	***	***		1.00	3.00	1.50	2.00	4.00		11.50
11	SAFE	****	03000	PC	****	**	*	***	***					0.50			0.50
Week Total											8.00	8.00	5.50	10.00	8.50		40.00
Total Regular Hours											8.00	8.00	5.50	10.00	8.50		40.00
Total for 3/27/2021											8.00	8.00	5.50	10.00	8.50		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 9:05:29AM	Derek Dillmann	Signed
3/30/2021 8:59:50AM	Sean Patterson	Signed by Supervisor
3/30/2021 9:01:04AM	Sean Patterson	Signed by Supervisor
3/30/2021 9:03:13AM	Sean Patterson	Approved - Signed by Supervisor
3/30/2021 11:20:51AM	Karen Mattingly	Posted
4/2/2021 3:01:35PM	Derek Dillmann	Signed

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.
Invoice Backup - eUnit



Project :062710004 -- Northpark Dr. Design Surveys
Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
3/27/2021

31718 William S. Patterson

Project	Phase	Task	Org	Unit	Measure	Equip	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710004	11SU0A	****	03000	04	002	SUETR				61.00				61.00
11	MGMT	****	03000	04	002	SUETR	44.00	51.00	308.00	316.00	13.00	18.00	22.00	772.00
11	OTH	HOME	03000	04	002	SUETR		54.00			53.00	54.00		161.00
60BD	****	****	03000	04	002	SUETR			16.00	30.00		29.00		75.00
Week Total							44.00	105.00	324.00	407.00	66.00	101.00	22.00	1069.00
Total for 3/27/2021							44.00	105.00	324.00	407.00	66.00	101.00	22.00	1,069.00

Audit Trail

Date/Time	Employee	Status/Notes
3/30/2021 7:45:02A	Sean Patterson	Signed
3/30/2021 9:15:15A	Jason Jernigan	Approved
3/30/2021 11:20:58A	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____



McKIM & CREED

REMIT TO: McKim & Creed Inc. PO Box 6193, Hermitage, PA 16148-0922
Tel: 910.343.1048

STAN SARMAN
LAKE HOUSTON REDEVELOP AUTH TIRZ10
HUNTON ANDREWS HURTH
600 TRAVIS, STE 4200
HOUSTON TX 77002

Invoice Date : 4/7/2021
Invoice # : 171891
Project : 062710007
Invoice Group : **

T-1014A Montgomery County CSJ 0912-72-618

For Professional Services Rendered through: 3/27/2021

Salaries

Multiplier Labor 4,046.73

Total Salaries	4,046.73
Current Invoice	4,046.73

Maximum Fee :	131,000.00
Prior Billings:	0.00
Total Available :	131,000.00

Total this Invoice ***	4,046.73
Amount Due This Invoice :	4,046.73

Questions about this invoice?
Call Angela Dale
910-343-1048

Remittance Page - Please Reference Invoice # 171891 on Your Payment and Return a Copy of this Page with You Payment. Thank You.

Phase : MRW -- Montgomery County Right of Way				
Multiplier Labor				
<u>Class Name</u>	<u>Hours</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
Administrative Assistant	0.45	24.25	3.20	34.92
Project Coordinator	13.00	39.00	3.20	1,622.40
Survey CAD Technician	23.50	24.50	3.20	1,842.40
Multiplier Labor				3,499.72
Total Phase : MRW -- Montgomery County Right of Way			Labor :	3,499.72
			Expense :	0.00

Phase : MSUE -- Montgomery County SUE Level B				
Multiplier Labor				
<u>Class Name</u>	<u>Hours</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
Utility Coordinator I	3.50	28.84	3.20	323.01
Utility Engineering Sr. Project Mgr	1.00	70.00	3.20	224.00
Multiplier Labor				547.01
Total Phase : MSUE -- Montgomery County SUE Level B			Labor :	547.01
			Expense :	0.00
Total Project: 062710007 -- Northpark Reconstruction (T-1014)				4,046.73



ENGINEERS
SURVEYORS
PLANNERS

April 7, 2021

06271-0007

Lake Houston Redevelopment Authority & TIRZ No. 10
C/O Stan Sarman
Hunton Andrews Kurth
600 Travis, Suite 4200
Houston, Texas 77002

Subject: Topographic Surveys, Utility Research and Surveys, and ROW
Mapping for the Northpark Drive Reconstruction Project (**T-1014**) from Russell
Palmer Road to 500 feet east of Woodland Hills Drive - Station 73+00 to Station
130+00 in Montgomery County, Texas.

McKim & Creed Project No. 06271-0007

Project Invoice No. 01

Description of work performed through 3/27/2021:

- 1) **Topographic Survey:** NTP received 3/11/2021. No work performed on this task.
- 2) **Subsurface Utility Engineering :** NTP received 3/11/2021. Initial project coordination. Began QL-D research, including Texas811 design tickets.
- 3) **ROW Mapping :** NTP received 3/11/2021. Initial project coordination. Began deed records research and deed sketch.

Sincerely,

Jason A. Jernigan
Texas Geomatics Regional Director
McKim & Creed, Inc.

9960 West Sam Houston Pkwy. Suite 200

Houston, TX 77099

713.659.0021

Fax 832.603.4450

www.mckimcreed.com

TBPLS Firm Reg. No. 101776-00

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

31718 William S. Patterson

Regular Hours

Montgomery

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710004	11SU0A	****	03000	UM2	****	**	*	***	***		1.00		4.00	2.00			7.00
062710007	11SU0B	****	03000	UM2	****	**	*	***	***		1.00						1.00
063250012	11SU0A	****	03000	UM2	****	**	*	***	***		1.00						1.00
11	MEET	****	03000	UM2	****	**	*	***	***		3.00		0.50	2.00			5.50
11	MGMT	****	03000	UM2	****	**	*	***	***		2.00	7.00	5.00	1.50			15.50
60BD	****	****	03000	UM2	****	**	*	***	***			5.00	3.00		2.00		10.00
Week Total											8.00	12.00	12.50	5.50	2.00		40.00
Total Regular Hours											8.00	12.00	12.50	5.50	2.00		40.00
Total for 3/27/2021											8.00	12.00	12.50	5.50	2.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/30/2021 7:32:32AM	Sean Patterson	Signed
3/30/2021 7:39:49AM	Jason Jernigan	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/20/2021

32569 Angela Smith Dale

Regular Hours

Montgomery

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/14	Mon 3/15	Tue 3/16	Wed 3/17	Thu 3/18	Fri 3/19	Sat 3/20	Total
027350292	GENRL	****	05000	AD1	****	**	*	***	***						0.25		0.25
061600013	11BD00	****	03000	AD1	****	**	*	***	***		0.50						0.50
062710004	11TP00	****	03000	NBA	****	**	*	***	***		0.50						0.50
062710007	11TP00	****	03000	NBA	****	**	*	***	***					0.45			0.45
069220029	11ES00	****	03000	AD1	****	**	*	***	***					0.25			0.25
069220038	11PT00	****	03000	AD1	****	**	*	***	***		0.30						0.30
069220039	11PT00	****	03000	AD1	****	**	*	***	***		0.30						0.30
069220040	11PT00	****	03000	AD1	****	**	*	***	***		0.30						0.30
071950049	11ES01	****	03000	AD1	****	**	*	***	***		0.25						0.25
072830003	TASK1	PDNR	05000	AD1	****	**	*	***	***					0.30			0.30
073890002	11BD01	****	03000	AD1	****	**	*	***	***						0.30		0.30
073890002	11BD02	****	03000	AD1	****	**	*	***	***						0.30		0.30
075220004	11ES00	****	03000	AD1	****	**	*	***	***				0.30				0.30
083000001	11BD01	****	03000	AD1	****	**	*	***	***		0.30						0.30
1	****	****	88888	AD1	****	**	*	***	***			4.00					4.00
11	MGMT	****	03000	AD1	****	**	*	***	***		0.50	0.50	2.00				3.00
11	MGMT	****	04000	AD1	****	**	*	***	***		0.50		1.30		0.20		2.00
11	MGMT	****	05000	AD1	****	**	*	***	***			0.20	0.30	0.20	0.20		0.90
11	MGMT	****	88888	AD1	****	**	*	***	***		4.55	3.30	4.10	6.80	6.75		25.50
Week Total											8.00	8.00	8.00	8.00	8.00		40.00
Total Regular Hours											8.00	8.00	8.00	8.00	8.00		40.00
Total for 3/20/2021											8.00	8.00	8.00	8.00	8.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/19/2021 4:29:04PM	Angela Dale	Signed
3/22/2021 2:35:37PM	John Thompson	Approved
3/23/2021 11:01:04AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

33357 Melanie Stefanidis

Regular Hours

										Harris		3.5 Montgomery					Total
Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	
001590803	400417	****	03000	UX1	****	**	*	***	***				1.50				1.50
001590803	401167	****	03000	UX1	****	**	*	***	***			1.50					1.50
001590803	403060	****	03000	UX1	****	**	*	***	***					1.50			1.50
003140048	SUEB03	****	03000	UX1	****	**	*	***	***		1.00		0.50		0.50		2.00
004821033	QLC	****	03000	UX1	****	**	*	***	***			1.00					1.00
004821036	QLC	****	03000	UX1	****	**	*	***	***						0.50		0.50
004821040	QLC	****	03000	UX1	****	**	*	***	***				2.00				2.00
013150119	11RM00	****	03000	UX1	****	**	*	***	***						2.00		2.00
015110029	11SU1B	****	03000	UX1	****	**	*	***	***			0.50	1.00	0.50			2.00
058210043	403683	****	03000	UX1	****	**	*	***	***					3.00			3.00
062710007	11SU0B	****	03000	UX1	****	**	*	***	***		1.00	2.50	1.00				4.50
070550022	11SUEB	****	03000	UX1	****	**	*	***	***					2.00	0.50		2.50
071950043	11SU2B	****	03000	UX1	****	**	*	***	***				0.50		0.50		1.00
073980001	11SUUC	MEETNG	03000	UX1	****	**	*	***	***			0.50					0.50
11	MEET	****	03000	UX1	****	**	*	***	***					1.00			1.00
11	MGMT	****	03000	UX1	****	**	*	***	***		2.50	0.50	0.50		1.00		4.50
50PROP	****	****	03000	UX1	****	**	*	***	***		0.50	0.50					1.00
60BD	****	****	03000	UX1	****	**	*	***	***						8.00		8.00
Week Total											5.00	7.00	7.00	8.00	13.00		40.00
Total Regular Hours											5.00	7.00	7.00	8.00	13.00		40.00
Total for 3/27/2021											5.00	7.00	7.00	8.00	13.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 8:18:16AM	Melanie Stefanidis	Signed by Administrator
3/29/2021 10:27:24AM	Rob English	Signed by Supervisor
3/29/2021 10:31:00AM	Rob English	Approved - Signed by Supervisor
3/30/2021 11:20:32AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/20/2021

62585 Mario Quinones

Harris

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/14	Mon 3/15	Tue 3/16	Wed 3/17	Thu 3/18	Fri 3/19	Sat 3/20	Total
061590026	11BD00	****	03000	PC	****	**	*	***	***		0.50		0.50				1.00
061590026	11TP00	****	03000	PC	****	**	*	***	***			0.50		0.50			1.00
062710007	11RW00	****	03000	PC	****	**	*	***	***					1.50			1.50
068590007	11RW00	****	03000	PC	****	**	*	***	***			3.50	4.50	4.00			12.00
083000001	11BD01	****	03000	PC	****	**	*	***	***		0.50	0.50					1.00
1	****	****	03000	PC	****	**	*	***	***						8.00		8.00
11	MEET	****	03000	PC	****	**	*	***	***				1.00				1.00
11	MGMT	****	03000	PC	****	**	*	***	***		7.00	3.50	2.00	2.00			14.50
Week Total											8.00	8.00	8.00	8.00	8.00		40.00
Total Regular Hours											8.00	8.00	8.00	8.00	8.00		40.00
Total for 3/20/2021											8.00	8.00	8.00	8.00	8.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/22/2021 10:44:53AM	Mario Quinones	Signed
3/23/2021 7:32:48AM	Jason Jernigan	Approved
3/23/2021 11:01:11AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

62585 Mario Quinones

13 hr Montgomery

12 hours Harris

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710007	11RW00	****	03000	PC	****	**	*	***	***		7.50	5.50	5.00	7.00			25.00
067080005	11TP01	****	03000	PC	****	**	*	***	***		0.50						0.50
083000001	11BD01	****	03000	PC	****	**	*	***	***			0.50					0.50
1		****	03000	PC	****	**	*	***	***						2.00		2.00
11	MEET	****	03000	PC	****	**	*	***	***				1.00				1.00
11	MGMT	****	03000	PC	****	**	*	***	***		2.00	2.00	2.00	2.00	3.00		11.00
Week Total											10.00	8.00	8.00	9.00	5.00		40.00
Total Regular Hours											10.00	8.00	8.00	9.00	5.00		40.00
Total for 3/27/2021											10.00	8.00	8.00	9.00	5.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 10:12:35AM	Mario Quinones	Signed
3/30/2021 7:39:49AM	Jason Jernigan	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

62821 Glen Allen Harris 10.5 Harris 23.5 Montgomery

Regular Hours

Project	Phase	Task	Org	Class	Activ	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710007 11	11RW00 MGMT	**** ****	03000 03000	SC1 SC1	**** ****	** **	* *	*** ***	*** ***		5.00 3.50	5.50 2.00	8.00	7.50 0.50	8.00		34.00 6.00
Week Total											8.50	7.50	8.00	8.00	8.00		40.00
Total Regular Hours											8.50	7.50	8.00	8.00	8.00		40.00
Total for 3/27/2021											8.50	7.50	8.00	8.00	8.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 9:45:31AM	Glen Harris	Signed
3/30/2021 7:39:49AM	Jason Jernigan	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____



McKIM & CREED

REMIT TO: McKim & Creed Inc. PO Box 6193, Hermitage, PA 16148-0922
Tel: 910.343.1048

STAN SARMAN
LAKE HOUSTON REDEVELOP AUTH TIRZ10
HUNTON ANDREWS HURTH
600 TRAVIS, STE 4200
HOUSTON TX 77002

Invoice Date : 4/7/2021
Invoice # : 171959
Project : 062710007
Invoice Group : 01

T-1014B Harris County CSJ 0912-37-245

For Professional Services Rendered through: 3/27/2021

Salaries

Multiplier Labor 2,600.29

Total Salaries	2,600.29
Current Invoice	2,600.29

Maximum Fee :	131,000.00
Prior Billings:	0.00
Total Available :	131,000.00

Total this Invoice ***	2,600.29
Amount Due This Invoice :	2,600.29

Questions about this invoice?
Call Angela Dale
910-343-1048

Remittance Page - Please Reference Invoice # 171959 on Your Payment and Return a Copy of this Page with You Payment. Thank You.

Phase : HRW -- Harris County Right of Way

Multiplier Labor

<i>Class Name</i>	<i>Hours</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Project Coordinator	13.50	39.00	3.20	1,684.80
Survey CAD Technician	10.50	24.50	3.20	823.20
Multiplier Labor				2,508.00

Total Phase : HRW -- Harris County Right of Way	Labor :	2,508.00
	Expense :	0.00

Phase : HSUE -- Harris County SUE Level B

Multiplier Labor

<i>Class Name</i>	<i>Hours</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Utility Coordinator I	1.00	28.84	3.20	92.29
Multiplier Labor				92.29

Total Phase : HSUE -- Harris County SUE Level B	Labor :	92.29
	Expense :	0.00

Total Project: 062710007 -- Northpark Reconstruction (T-1014)	2,600.29
--	-----------------



ENGINEERS
SURVEYORS
PLANNERS

April 7, 2021

06271-0007

Lake Houston Redevelopment Authority & TIRZ No. 10
C/O Stan Sarman
Hunton Andrews Kurth
600 Travis, Suite 4200
Houston, Texas 77002

Subject: Topographic Surveys, Utility Research and Surveys, and ROW
Mapping for the Northpark Drive Reconstruction Project (**T-1014**) from Russell
Palmer Road to 500 feet east of Woodland Hills Drive - Station 73+00 to Station
130+00 in Montgomery County, Texas.

McKim & Creed Project No. 06271-0007

Project Invoice No. 01

Description of work performed through 3/27/2021:

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- 2) **Subsurface Utility Engineering :** NTP received 3/11/2021. Initial project coordination. Began QL-D research, including Texas811 design tickets.
- 3) **ROW Mapping :** NTP received 3/11/2021. Initial project coordination. Began deed records research and deed sketch.

Sincerely,

Jason A. Jernigan
Texas Geomatics Regional Director
McKim & Creed, Inc.

9960 West Sam Houston Pkwy, Suite

Suite 200

Houston, TX 77099

713.659.0021

Fax 832.603.4450

www.mckimcreed.com

TBPLS Firm Reg. No. 101776-00

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

31718 William S. Patterson

Regular Hours

Montgomery

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710004	11SU0A	****	03000	UM2	****	**	*	***	***		1.00		4.00	2.00			7.00
062710007	11SU0B	****	03000	UM2	****	**	*	***	***		1.00						1.00
063250012	11SU0A	****	03000	UM2	****	**	*	***	***		1.00						1.00
11	MEET	****	03000	UM2	****	**	*	***	***		3.00		0.50	2.00			5.50
11	MGMT	****	03000	UM2	****	**	*	***	***		2.00	7.00	5.00	1.50			15.50
60BD	****	****	03000	UM2	****	**	*	***	***			5.00	3.00		2.00		10.00
Week Total											8.00	12.00	12.50	5.50	2.00		40.00
Total Regular Hours											8.00	12.00	12.50	5.50	2.00		40.00
Total for 3/27/2021											8.00	12.00	12.50	5.50	2.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/30/2021 7:32:32AM	Sean Patterson	Signed
3/30/2021 7:39:49AM	Jason Jernigan	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/20/2021

32569 Angela Smith Dale

Regular Hours

Montgomery

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/14	Mon 3/15	Tue 3/16	Wed 3/17	Thu 3/18	Fri 3/19	Sat 3/20	Total
027350292	GENRL	****	05000	AD1	****	**	*	***	***						0.25		0.25
061600013	11BD00	****	03000	AD1	****	**	*	***	***		0.50						0.50
062710004	11TP00	****	03000	NBA	****	**	*	***	***		0.50						0.50
062710007	11TP00	****	03000	NBA	****	**	*	***	***					0.45			0.45
069220029	11ES00	****	03000	AD1	****	**	*	***	***					0.25			0.25
069220038	11PT00	****	03000	AD1	****	**	*	***	***		0.30						0.30
069220039	11PT00	****	03000	AD1	****	**	*	***	***		0.30						0.30
069220040	11PT00	****	03000	AD1	****	**	*	***	***		0.30						0.30
071950049	11ES01	****	03000	AD1	****	**	*	***	***		0.25						0.25
072830003	TASK1	PDNR	05000	AD1	****	**	*	***	***					0.30			0.30
073890002	11BD01	****	03000	AD1	****	**	*	***	***						0.30		0.30
073890002	11BD02	****	03000	AD1	****	**	*	***	***						0.30		0.30
075220004	11ES00	****	03000	AD1	****	**	*	***	***				0.30				0.30
083000001	11BD01	****	03000	AD1	****	**	*	***	***		0.30						0.30
1	****	****	88888	AD1	****	**	*	***	***			4.00					4.00
11	MGMT	****	03000	AD1	****	**	*	***	***		0.50	0.50	2.00				3.00
11	MGMT	****	04000	AD1	****	**	*	***	***		0.50		1.30		0.20		2.00
11	MGMT	****	05000	AD1	****	**	*	***	***			0.20	0.30	0.20	0.20		0.90
11	MGMT	****	88888	AD1	****	**	*	***	***		4.55	3.30	4.10	6.80	6.75		25.50
Week Total											8.00	8.00	8.00	8.00	8.00		40.00
Total Regular Hours											8.00	8.00	8.00	8.00	8.00		40.00
Total for 3/20/2021											8.00	8.00	8.00	8.00	8.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/19/2021 4:29:04PM	Angela Dale	Signed
3/22/2021 2:35:37PM	John Thompson	Approved
3/23/2021 11:01:04AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

33357 Melanie Stefanidis

Regular Hours

										Harris		3.5 Montgomery					Total
Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	
001590803	400417	****	03000	UX1	****	**	*	***	***				1.50				1.50
001590803	401167	****	03000	UX1	****	**	*	***	***			1.50					1.50
001590803	403060	****	03000	UX1	****	**	*	***	***					1.50			1.50
003140048	SUEB03	****	03000	UX1	****	**	*	***	***		1.00		0.50		0.50		2.00
004821033	QLC	****	03000	UX1	****	**	*	***	***			1.00					1.00
004821036	QLC	****	03000	UX1	****	**	*	***	***						0.50		0.50
004821040	QLC	****	03000	UX1	****	**	*	***	***				2.00				2.00
013150119	11RM00	****	03000	UX1	****	**	*	***	***						2.00		2.00
015110029	11SU1B	****	03000	UX1	****	**	*	***	***			0.50	1.00	0.50			2.00
058210043	403683	****	03000	UX1	****	**	*	***	***					3.00			3.00
062710007	11SU0B	****	03000	UX1	****	**	*	***	***		1.00	2.50	1.00				4.50
070550022	11SUEB	****	03000	UX1	****	**	*	***	***					2.00	0.50		2.50
071950043	11SU2B	****	03000	UX1	****	**	*	***	***				0.50		0.50		1.00
073980001	11SUUC	MEETNG	03000	UX1	****	**	*	***	***			0.50					0.50
11	MEET	****	03000	UX1	****	**	*	***	***					1.00			1.00
11	MGMT	****	03000	UX1	****	**	*	***	***		2.50	0.50	0.50		1.00		4.50
50PROP	****	****	03000	UX1	****	**	*	***	***		0.50	0.50					1.00
60BD	****	****	03000	UX1	****	**	*	***	***						8.00		8.00
Week Total											5.00	7.00	7.00	8.00	13.00		40.00
Total Regular Hours											5.00	7.00	7.00	8.00	13.00		40.00
Total for 3/27/2021											5.00	7.00	7.00	8.00	13.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 8:18:16AM	Melanie Stefanidis	Signed by Administrator
3/29/2021 10:27:24AM	Rob English	Signed by Supervisor
3/29/2021 10:31:00AM	Rob English	Approved - Signed by Supervisor
3/30/2021 11:20:32AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/20/2021

62585 Mario Quinones

Harris

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/14	Mon 3/15	Tue 3/16	Wed 3/17	Thu 3/18	Fri 3/19	Sat 3/20	Total
061590026	11BD00	****	03000	PC	****	**	*	***	***		0.50		0.50				1.00
061590026	11TP00	****	03000	PC	****	**	*	***	***			0.50		0.50			1.00
062710007	11RW00	****	03000	PC	****	**	*	***	***					1.50			1.50
068590007	11RW00	****	03000	PC	****	**	*	***	***			3.50	4.50	4.00			12.00
083000001	11BD01	****	03000	PC	****	**	*	***	***		0.50	0.50					1.00
1	****	****	03000	PC	****	**	*	***	***						8.00		8.00
11	MEET	****	03000	PC	****	**	*	***	***				1.00				1.00
11	MGMT	****	03000	PC	****	**	*	***	***		7.00	3.50	2.00	2.00			14.50
Week Total											8.00	8.00	8.00	8.00	8.00		40.00
Total Regular Hours											8.00	8.00	8.00	8.00	8.00		40.00
Total for 3/20/2021											8.00	8.00	8.00	8.00	8.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/22/2021 10:44:53AM	Mario Quinones	Signed
3/23/2021 7:32:48AM	Jason Jernigan	Approved
3/23/2021 11:01:11AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

62585 Mario Quinones

13 hr Montgomery

12 hours Harris

Regular Hours

Project	Phase	Task	Org	Class	Actv	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710007	11RW00	****	03000	PC	****	**	*	***	***		7.50	5.50	5.00	7.00			25.00
067080005	11TP01	****	03000	PC	****	**	*	***	***		0.50						0.50
083000001	11BD01	****	03000	PC	****	**	*	***	***			0.50					0.50
1		****	03000	PC	****	**	*	***	***						2.00		2.00
11	MEET	****	03000	PC	****	**	*	***	***				1.00				1.00
11	MGMT	****	03000	PC	****	**	*	***	***		2.00	2.00	2.00	2.00	3.00		11.00
Week Total											10.00	8.00	8.00	9.00	5.00		40.00
Total Regular Hours											10.00	8.00	8.00	9.00	5.00		40.00
Total for 3/27/2021											10.00	8.00	8.00	9.00	5.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 10:12:35AM	Mario Quinones	Signed
3/30/2021 7:39:49AM	Jason Jernigan	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

MCKIM & CREED, INC.

Invoice Backup - eTime



Project :062710007 -- Northpark Reconstruction (T-1014)
 Client :06271 LAKE HOUSTON REDEVELOP AUTH TIRZ10
 3/27/2021

62821 Glen Allen Harris 10.5 Harris 23.5 Montgomery

Regular Hours

Project	Phase	Task	Org	Class	Activ	HT	S	Tax	WRK	Sun 3/21	Mon 3/22	Tue 3/23	Wed 3/24	Thu 3/25	Fri 3/26	Sat 3/27	Total
062710007 11	11RW00 MGMT	**** ****	03000 03000	SC1 SC1	**** ****	** **	* *	*** ***	*** ***		5.00 3.50	5.50 2.00	8.00	7.50 0.50	8.00		34.00 6.00
Week Total											8.50	7.50	8.00	8.00	8.00		40.00
Total Regular Hours											8.50	7.50	8.00	8.00	8.00		40.00
Total for 3/27/2021											8.50	7.50	8.00	8.00	8.00		40.00

Audit Trail

Date/Time	Employee	Status/Notes
3/29/2021 9:45:31AM	Glen Harris	Signed
3/30/2021 7:39:49AM	Jason Jernigan	Approved
3/30/2021 11:20:51AM	Karen Mattingly	Posted

Date/Time: _____ Optional Signature: _____

INVOICE

Date: 5/5/2021
Basic Services
TIFWorks Work Order No. 63

TIFWorks, LLC
P.O. Box 10330
Houston, Texas 77206
(832)-978-5910
ralph@tifworks.com

To

Stan Sarman
Chairman of the Board
Lake Houston Redevelopment Authority
Tax Increment Reinvestment Zone Number Ten
City of Houston, Texas

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	<i>Due Date</i>
Ralph De Leon	Lake Houston Redevelopment Authority	Due on receipt	

<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
1	Basic Services – April 2021	\$9,000.00	\$9,000.00
	Board Materials		
	Tranquility Park Garage – Post April Board Meeting Agenda		\$8.00.00
Subtotal			\$9,008.00
Total			\$9,008.00

Make all checks payable to TIFWorks, LLC

Thank you for your business!

BILLING STATEMENT
Questions? Please contact Carol Platt at
cplatt@tmlirp.org or extension 2415

Texas Municipal League
Intergovernmental Risk Pool
1821 Rutherford Lane, First Floor
Austin, Texas 78754
(512) 491-2300 • (800) 537-6655

Lake Houston Redevelopment Authority
Attn: Ralph De Leon
PO Box 10330
Houston, Texas 77206-0000

Statement Date
Due Date
Contract Number

03/01/2021
DUE UPON RECEIPT
6839

New Charges Detail

		\$598.00
03/01/2021	Errors & Omissions Liability	\$200.00
03/01/2021	Workers' Comp	\$244.00
03/01/2021	General Liability	\$65.00
03/01/2021	Automobile Liability	\$1,107.00
Subtotal - Contribution Installment		\$0.00

Subtotal - Contribution Changes

03/01/2021	Pre-Payment Discount - Errors and Omissions Liability	(\$11.96)
03/01/2021	Pre-Payment Discount - Workers' Comp	(\$4.00)
03/01/2021	Pre-Payment Discount - Automobile Liability	(\$1.30)
03/01/2021	Pre-Payment Discount - General Liability	(\$4.88)
Subtotal - Other Charges / (Credits)		<u>(\$22.14)</u>

Grand Total - New Charges / (Credits)

Account Recap	
Balance from Previous Statement:	\$0.00
Total Payments Received:	\$0.00
Total New Charges / (Credits):	\$1,084.86
Balance:	\$1,084.86

RETURN THIS PORTION WITH YOUR PAYMENT

[illegible]

Lake Houston Redevelopment Authority
Ralph De Leon
PO Box 10330
Houston, Texas 77206-0000

TML Intergovernmental Risk Pool
PO Box 388
San Antonio, TX 78292-0388

Texas Municipal League
Intergovernmental Risk Pool
1821 Rutherford Lane, First Floor
Austin, Texas 78754
(512) 491-2300 • (800) 537-6655

Statement Date	03/01/2021
Due Date	DUE UPON RECEIPT
Contract Number	6804

Account Recap

Account Recap	
Balance from Previous Statement:	\$0.00
Total Payments Received:	\$0.00
Total New Charges / (Credits):	\$1,084.86
Balance:	\$1,084.86

[illegible]

TML Intergovernmental Risk Pool
PO Box 388
San Antonio, TX 78292-0388



UNION PACIFIC RAILROAD COMPANY

LAKE HOUSTON REDEVELOPMENT AUTHORITY
C/O HUNTON ANDREWS KURTH
ATTN: KELLY CASHMAN
600 TRAVIS, SUITE 4200
HOUSTON, TX 77002

DATE ISSUED	4/15/2021
DUE DATE	5/15/2021
BILL NUMBER	90106650
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CUST REFERENCE	
BILL PREPARER	443361
CLS: 13-ALL OTHER	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # T-1007; ATTN: RALPH DE LEON; PRELIMIN ENGI RELATED SERV, CREAT OF FRCE ACCT
EST AND SITE INSPEC RELATED TO DESIGN AND CONSTR OF GRADE

REFERENCE NO:

AMOUNT: \$6,971.00

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

DATE ISSUED	4/15/2021
DUE DATE	5/15/2021
BILL NUMBER	90106650
BILL AMOUNT	\$6,971.00
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CLS: 13-ALL OTHER	

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

NAME		
STREET		
CITY	STATE	ZIP



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90106650
-------------	----------

RECAP OF CHARGES

SUMMARY OF DESCRIPTION:

JOINT FACILITY OR WORK ORDER 52076

		<u>JOB TOTAL AMOUNT</u>	<u>JOB APPORTIONMENT</u>	<u>JOB AMOUNT DUE</u>
JOB NO. 001	JOB 001 PRE	\$6,971.00	100.00 %	\$6,971.00
			BILL COST	\$6,971.00
			APPORTIONMENT	100.00 %
		AMOUNT DUE (TO COVER PAGE)		\$6,971.00



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90106650
-------------	----------

WO 52076 JOB NO 001 PERIOD 03-2021

VOUCHER PAYMENT (ALL)

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/21	5009198577	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$6,971.00
		PAYMENT SUB TOTAL		

VOUCHER PAYMENT (ALL) TOTAL \$6,971.00

Vendor:

ALFRED BENESCH COMPANY
35 WEST WACKER DRIVE STE 3300
CHICAGO, IL 60601
1000006544

Voucher Nbr: 5009198577
Invoice Date: 3/5/2021
Invoice Amt: \$6,971.00
Service Period: 2021-01-04-2021-02-28

Fiscal YrMo: 202103
Network: 52076
Activity: 001
Dist Amt: \$6,971.00

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**

Comment: various tasks - please refer to billing backup for details

Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

Ln	Item Nbr	Item Desc	Employee Name	Start Date/Time	End Date/Time	Qty Unit	Unit Price	Extn Amount	Markup/ Discount
Location # 4.2 Construction Management									
0010	03002434	Labor Clerical				0.50 HR	\$55.000	\$27.50	
								WO 52076 Job 001 506314 \$27.5000	
Location # 4.25 Construction Management									
0020		Labor Public Project Professional I				16.50 HR	\$103.000	\$1,699.50	
								WO 52076 Job 001 506314 \$1699.5000	
Location # 4.26 Construction Management									
0030		Labor Public Project Professional II				11.50 HR	\$118.000	\$1,357.00	
								WO 52076 Job 001 506314 \$1357.0000	
Location # 4.28 Construction Management									
0040		Labor Public Project Professional IV				14.50 HR	\$148.000	\$2,146.00	
								WO 52076 Job 001 506314 \$2146.0000	
Location # 4.30 Construction Management									
0050		Labor Public Project Professional VI				0.50 HR	\$178.000	\$89.00	
								WO 52076 Job 001 506314 \$89.0000	
Location # 4.31 Construction Management									
0060		Labor Public Project Professional VII				2.00 HR	\$193.000	\$386.00	
								WO 52076 Job 001 506314 \$386.0000	
Location # 4.32 Construction Management									
0070		Labor Public Project Professional VIII				6.00 HR	\$211.000	\$1,266.00	
								WO 52076 Job 001 506314 \$1266.0000	

Walter P Moore Invoice Summary

March 2021



Task Orders		LHRA CIP Number	WPM Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWDBE Participation
1	On-Call	T-1006	N/A	\$ 168,500.00	\$ 134,705.32	\$ -	\$ 33,794.68	N/A
2	West Lake Houston @ Kings Crossing	T-1006	N/A	\$ 93,227.38	\$ 93,227.38	\$ -	\$ -	\$16,527.00
3	West Lake Houston @ Northpark	T-1006	N/A	\$ 128,454.31	\$ 128,454.31	\$ -	\$ -	\$19,561.00
4	Hamblen @ Forest Cove	T-1006	N/A	\$ 62,182.94	\$ 62,182.94	\$ -	\$ -	\$14,747.00
5	Construction Management	T-1006	N/A	\$ 174,715.00	\$ 172,027.66	\$ -	\$ 2,687.34	\$41,910.34
6	LHRA - WO 6 Kingwood Dr. at Woodland Hills Dr. and at Willow Terrace Dr.	T-1008	N/A	\$ 16,165.00	\$ 13,763.00	\$ -	\$ 2,402.00	\$1,433.00
7	LHRA - WO 7 Kingwood Dr. at Trailwood Village Dr. and at Green Oak Dr.	T-1009	N/A	\$ 16,165.00	\$ 13,671.50	\$ -	\$ 2,493.50	\$1,434.00
8	LHRA - WO 8 Kingwood Dr. at Royal Forest Dr. and at Chestnut Ridge Rd.	T-1010	N/A	\$ 16,165.00	\$ 13,860.37	\$ -	\$ 2,304.63	\$1,433.00
9	LHRA - WO 9 Woodland Hills at Kingwood Dr.	T-1015	N/A	\$ 303,979.00	\$ 267,625.23	\$ -	\$ 36,353.77	\$68,995.23
10	LHRA - WO 10 Willow Terrace at Kingwood Dr.	T-1008	O032103004	\$ 194,081.00	\$ 172,870.60	\$ 170.80	\$ 21,210.40	\$30,307.53
11	LHRA - WO 12 Mills Branch Corridor Analysis	T-1006	N/A	\$ 45,340.00	\$ 44,359.62	\$ -	\$ 980.38	\$2,500.00
Total Invoice Summary				\$ 1,218,974.63	\$ 1,116,747.93	\$ 170.80	\$ 102,226.70	\$ 198,848.10



Lake Houston Redevelopment Auth
P.O Box 10330
Houston TX 77206
Attention: Mr. Stan Sarman

Invoice # : 0032103004
Project : M031608610
Project Name : LHRA - WO #10 - Willow Terrace at K
Invoice Group : **
Invoice Date : 3/28/2021

For Professional Services Rendered through: 3/28/2021

LHRA - WO #10 - Willow Terrace at Kingwood Dr.

Phase Code / Name	% of Contract	Phase Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
1000 -- Direct Expenses	3.35	6,500.00	650.00	170.80	12.63	820.80
5000 -- HVJ - Geotechnical	3.52	6,838.00	6,838.00	0.00	100.00	6,838.00
5100 -- HVJ - ESA I	1.62	3,135.00	0.00	0.00	0.00	0.00
6000 -- Kuo - Survey	4.78	9,273.00	9,273.00	0.00	100.00	9,273.00
6100 -- Kuo - Boundary Survey	5.10	9,900.00	9,900.00	0.00	100.00	9,900.00
8800 -- M2L - Landscape	2.98	5,775.00	4,298.80	0.00	74.44	4,298.80
9003 -- Transportation	32.46	62,990.00	62,990.00	0.00	100.00	62,990.00
9003A -- Trans - Drainage	7.44	14,435.00	14,435.00	0.00	100.00	14,435.00
9T03 -- Traffic	26.96	52,315.00	52,315.00	0.00	100.00	52,315.00
9T03A -- Traffic - Signal Temp	6.18	12,000.00	12,000.00	0.00	100.00	12,000.00
H20A -- HCFCO Coordination	5.63	10,920.00	0.00	0.00	0.00	0.00
Total Fee:		194,081.00				

Total Fee Earned To Date	172,870.60
Less Previous Billings	172,699.80
Amount Due This Invoice	170.80

Rachel Ray-Welsh

To Remit by Check: P.O. Box 843127 • Dallas, Texas 75284-3127
Wire/ACH Instructions: Account: 001390011163 Wire Routing: 026009593 ACH Routing: 111000025
Bank: Bank of America NA • 700 Louisiana Street • Houston, Texas 77002
Federal Tax ID Number: 74-1554339

TAB

SIX

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Reinvestment Zone Number Ten, City of Houston, Texas (the "Zone"), do hereby certify as follows:

1. The Board of Directors of the Zone convened in regular session on the 13th day of May, 2021, at the regular meeting place thereof within said Zone; and the roll was called of the duly constituted officers and members of said Board, to-wit:

Stanley Sarman	Chairman
Philip Ivy	Vice Chair
Tom Broad	Treasurer
Jeff Nielson	Secretary
Kim Brusatori	Director
Nolan Correa	Director
Martin Basuldua	Director

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION OF REINVESTMENT ZONE NUMBER TEN, CITY OF HOUSTON, TEXAS, AUTHORIZING THE ISSUANCE OF LAKE HOUSTON REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021; APPROVING AGREEMENTS RELATED TO THE BONDS; AND CONTAINING OTHER RELATED MATTERS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by a vote of:

AYES: _

NOES: _

ABSTAIN: _

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this ____ day of _____, 2021.

REINVESTMENT ZONE NUMBER TEN, CITY
OF HOUSTON, TEXAS

Secretary, Board of Directors

RESOLUTION OF REINVESTMENT ZONE NUMBER TEN, CITY OF HOUSTON, TEXAS, AUTHORIZING THE ISSUANCE OF LAKE HOUSTON REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021; APPROVING AGREEMENTS RELATED TO THE BONDS; AND CONTAINING OTHER RELATED MATTERS

WHEREAS, by Ordinance No. 97-1589 adopted on December 17, 1997, the City of Houston (the City”) created Reinvestment Zone Ten, City of Houston, Texas (the “Zone”) pursuant to Chapter 311, Texas Tax Code, as amended (the “Act”); and

WHEREAS, the Board of Directors of the Zone (the “Board”) approved, and on April 21, 1999 the City adopted by Ordinance No. 1999-387, the Project Plan and Reinvestment Zone Financing Plan for the Zone, which has subsequently been amended by Ordinance No. 1999-854 adopted on August 11, 1999; Ordinance No. 2008-337 adopted on April 23, 2008; Ordinance No. 2011-742 adopted on August 24, 2011; Ordinance 2014-255 adopted on April 2, 2014; Ordinance No. 2018-997 adopted on December 12, 2018; and Ordinance No. 2020-1083 adopted on December 16, 2020 (collectively, as amended from time to time, the “Project and Financing Plan”); and

WHEREAS, by Resolution No. 2013-62, adopted on December 4, 2013, the City authorized the creation of the Lake Houston Redevelopment Authority (the “Authority”) to aid, assist and act on behalf of the City in the performance of the City’s governmental functions with respect to the common good and general welfare of the Lake Houston area and neighboring areas; and

WHEREAS, pursuant to Ordinance No. 2014-50, adopted on January 22, 2014, the City, the Authority, and the Zone entered into an agreement (the “Tri-Party Agreement”), pursuant to which the Authority has certain powers and authority to administer the Zone; to make recommendations to the Zone Board and the City with respect to redevelopment of the Zone; to perform and engage in activities relating to the acquisition and development of land and other properties in the Zone; to engage in development and redevelopment activities; to construct and improve infrastructure in the Zone; to enter into agreements with developers/builders in the Zone; to issue, sell, or deliver its bonds or notes subject to City approval; and to perform the other activities provided for in the Tri-Party Agreement; and

WHEREAS, the Tri-Party Agreement provided that the Authority may issue notes in the maximum amount of One Million Dollars (\$1,000,000) outstanding at any one time payable from the revenues to be paid pursuant to the Tri-Party Agreement, but may not issue notes in excess of that amount or bonds without further approval by the City; and

WHEREAS, by Ordinance No. 2018-1025 adopted on December 19, 2018, the City authorized the Authority to issue its bonds and notes in an aggregate principal amount not to exceed Sixty Million Dollars (\$60,000,000) outstanding at any one time without further approval from the City; and

WHEREAS, by Ordinance No. 2021-113 adopted on February 17, 2021, the City authorized the Authority to issue its bonds and notes in an aggregate principal amount not to exceed

Ninety Million Dollars (\$90,000,000) outstanding at any one time without further approval from the City; and

WHEREAS, the Authority currently has outstanding \$22,000,000 aggregate principal amount of notes (the "Prior Notes"), and such Prior Notes represent all of the Authority's outstanding indebtedness; and

WHEREAS, the Authority intends to issue its Tax Increment Contract Revenue Bonds, Series 2021 (the "Bonds") in an aggregate principal amount not to exceed \$50,000,000, upon the terms and conditions herein provided, to pay certain Project Costs as authorized in the Project and Financing Plan, including to refinance the Prior Notes; and

WHEREAS the Board desires to approve the issuance of the Bonds; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TEN, CITY OF HOUSTON, TEXAS, THAT:

Section 1. Recitations. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Board, and made a part hereof for all purposes.

Section 2. Approval of Issuance; Authorization of Agreements; Consent to Assignment and Pledge. The Board hereby approves issuance of the Bonds and the execution and delivery of any and all other documents and agreements reasonable and necessary to issue the Bonds (collectively, the "Agreements"). The Board consents to the assignment and pledge of a portion of the Revenue Fund (as defined in the Tri-Party Agreement) pursuant to the Agreements.

Section 3. Approval of Bond Resolution. The Zone hereby approves the Authority's Resolution Authorizing the Issuance of Lake Houston Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2021; Delegating Authority to Approve the Terms of the Bonds; and Containing Other Provisions Related Thereto, a copy of which is attached hereto as Exhibit A, and hereby approves the issuance of the Bonds described therein.

Section 4. Further Actions. The Chairman, Vice Chair, Secretary and Assistant Secretary and the other officials of the Zone are hereby authorized, jointly and severally, to execute and deliver such certificates, documents, or papers necessary and advisable, and to take such actions as are necessary to carry out the intent and purposes of this Resolution and the Agreements.

Section 5. Severability. It is hereby declared to be the intention of the Board that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the Board without the incorporation in this Resolution of any such invalid phrase, clause, sentence, paragraph or section in conflict herewith are repealed to the extent of such conflict only.

Section 6. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict only.

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DULY PASSED by majority vote of all members of the Board of Directors of Reinvestment Zone Number Ten, City of Houston, Texas on the 13th day of May, 2021.

REINVESTMENT ZONE NUMBER TEN, CITY
OF HOUSTON, TEXAS

Chairman

ATTEST:

Secretary

EXHIBIT A

Resolution Authorizing the Issuance of Lake Houston Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2021; Delegating Authority to Approve the Terms of the Bonds; and Containing Other Provisions Related Thereto

[See Item 8]

TAB

SEVEN

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Lake Houston Redevelopment Authority (the “Authority”), do hereby certify as follows:

The Board of Directors of the Authority convened in regular session on the 13th day of May, 2021, at the regular meeting place thereof; and the roll was called of the duly constituted officers and members of said Board, to-wit:

Stanley Sarman	Chairman
Philip Ivy	Vice Chair
Tom Broad	Treasurer
Jeff Nielson	Secretary
Kim Brusatori	Director
Nolan Correa	Director
Martin Basuldua	Director

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF LAKE HOUSTON REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021; DELEGATING AUTHORITY TO APPROVE THE TERMS OF THE BONDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by a vote of:

AYES: __

NOES: __

ABSTAIN: __

That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board’s minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon’s Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this ____ day of _____, 2021.

LAKE HOUSTON REDEVELOPMENT
AUTHORITY

Secretary, Board of Directors

RESOLUTION AUTHORIZING THE ISSUANCE OF LAKE HOUSTON REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021; DELEGATING AUTHORITY TO APPROVE THE TERMS OF THE BONDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, by City Ordinance No. 1999-1330, the City Council of the City of Houston, Texas (the “City”), created Reinvestment Zone Number Twenty, City of Houston, Texas (the “Zone”), pursuant to Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

WHEREAS, in accordance with the TIRZ Act, by Ordinance No. 1999-387, the City has approved the Zone’s Project Plan and Reinvestment Zone Financing Plan, which has subsequently been amended by Ordinance No. 1999-854 adopted on August 11, 1999; Ordinance No. 2008-337 adopted on April 23, 2008; Ordinance No. 2011-742 adopted on August 24, 2011; Ordinance 2014-255 adopted on April 2, 2014; Ordinance No. 2018-997 adopted on December 12, 2018; and Ordinance No. 2020-1083 adopted on December 16, 2020 (collectively, and as further amended from time to time, the “Project and Financing Plan”); and

WHEREAS, by Resolution No. 2013-62, adopted on December 4, 2013, the City authorized the creation of the Lake Houston Redevelopment Authority (the “Authority”) to aid, assist and act on behalf of the City in the performance of the City’s governmental functions with respect to the common good and general welfare of the Lake Houston area and neighboring areas; and

WHEREAS, pursuant to Ordinance No. 2014-50, adopted on January 22, 2014, the City, the Authority, and the Zone entered into an agreement (the “Tri-Party Agreement”), pursuant to which the Authority has certain powers and authority to administer the Zone; to make recommendations to the Board of Directors of the Zone (the “Zone Board”) and the City with respect to redevelopment of the Zone; to perform and engage in activities relating to the acquisition and development of land and other properties in the Zone; to engage in development and redevelopment activities; to construct and improve infrastructure in the Zone; to enter into agreements with developers/builders in the Zone; to issue, sell, or deliver its bonds or notes subject to City approval; and to perform the other activities provided for in the Tri-Party Agreement; and

WHEREAS, the Tri-Party Agreement provided that the Authority may issue notes in the maximum amount of one million dollars (\$1,000,000), payable from the revenues to be paid pursuant to the Tri-Party Agreement, but may not issue notes in excess of that amount or bonds without further approval by the City; and

WHEREAS, by Ordinance No. 2018-1025 adopted on December 19, 2018, the City authorized the Authority to issue its bonds and notes in an aggregate principal amount not to exceed Sixty Million Dollars (\$60,000,000) outstanding at any one time without further approval from the City; and

WHEREAS, by Ordinance No. 2021-113 adopted on February 17, 2021, the City authorized the Authority to issue its bonds and notes in an aggregate principal amount not to

exceed Ninety Million Dollars (\$90,000,000) outstanding at any one time without further approval from the City; and

WHEREAS, the Authority currently has outstanding \$22,000,000 aggregate principal amount of notes (the "Prior Notes"), and such Prior Notes represent all of the Authority's outstanding indebtedness; and

WHEREAS, as more fully described below, the Board of Directors of the Authority (the "Board") desires to issue the Authority's Tax Increment Contract Revenue Bonds, Series 2021 (the "Bonds") in an aggregate principal amount not to exceed \$50,000,000 pursuant to the Indenture (as defined below) and this Resolution to pay certain Project Costs as authorized in the Project and Financing Plan, including to refinance the Prior Notes; and

WHEREAS, pursuant to the Act, including particularly Section 2.101, Texas Business Organizations Code, the Board desires to appoint each of the Chairman and the Vice Chair of the Authority (each, a "Pricing Officer") as its agents to take any and all actions necessary or appropriate in connection with the pricing, sale and delivery of the Bonds within the parameters and on the terms and conditions set forth herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE HOUSTON REDEVELOPMENT AUTHORITY:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. In this Resolution, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined herein shall have the meanings assigned to such terms in the Indenture:

"Authority" means the Lake Houston Redevelopment Authority.

"Blanket Issuer Letter of Representations" means the Authority's Blanket Issuer Letter of Representations with DTC.

"Bonds" means the Authority's Tax Increment Contract Revenue Bonds, Series 2021, authorized by this Resolution.

"Bond Counsel" means Hunton Andrews Kurth LLP, Houston, Texas.

"Business Day" means any day which is not a Saturday, Sunday, a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or a legal holiday.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means the brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Indenture” means the Indenture of Trust by and between the Authority and the Trustee, including any amendments thereto.

“Initial Bond” means the initial Bond authorized by Section 2.3 of this Resolution.

“Interest Payment Date” means, with respect to the Bonds, September 1, 2021, and each March 1 and September 1 thereafter until maturity or earlier redemption, or such other dates identified in the Pricing Certificate.

“Issuance Date” means the date on which the Bonds are authenticated by the Paying Agent/Registrar and delivered to and paid for by the Underwriters.

“Outstanding” when used with reference to the Bonds, means, as of a particular date, all bonds theretofore and thereupon delivered except: (a) any Bond canceled by or on behalf of the Authority at or before said date, (b) any Bond defeased or no longer considered outstanding pursuant to the provisions of this Resolution or otherwise defeased as permitted by applicable law, and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Resolution.

“Owner” when used with respect to any Bond means the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners means the Owners at a particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then Outstanding under this Resolution.

“Paying Agent/Registrar” means Regions Bank, an Alabama banking corporation existing under the laws of the State of Alabama, and its successors as paying agent/registrar for the Bonds.

“Parity Bonds” has the meaning ascribed to such term in the Indenture.

“Pledged Revenues” has the meaning ascribed to such term in the Indenture.

“Pricing Officer” means any of the Chairman and the Vice Chair of the Authority.

“Pricing Certificate” means a certificate executed by the Pricing Officer pursuant to Section 2.1 hereof and containing the information specified herein.

“Purchase Agreement” means the agreement with the Underwriters for the purchase and sale of the Bonds as described in Section 6.1 of this Resolution.

“Record Date” means, for any Interest Payment Date, the fifteenth (15th) calendar day of the month preceding each Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to each Owner.

“Resolution” or **“Bond Resolution”** means this Resolution, and all amendments hereof and supplements hereto.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Trustee” means Regions Bank, an Alabama banking corporation existing under the laws of the State of Alabama, and its successors in that capacity.

“Underwriters” means BofA Securities, Inc., Hilltop Securities, Inc., and Ramirez & Co., Inc.

“Zone” means Reinvestment Zone Number Twenty, City of Houston, Texas.

Section 1.2 Interpretation. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The title and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

ARTICLE II

TERMS OF THE BONDS

Section 2.1 Amount, Purpose, Authorization; Delegation to Pricing Officer.

(a) The Bonds shall be issued in fully registered form, without coupons, in the aggregate principal amount not to exceed \$50,000,000 for the purposes of (1) financing Project Costs identified in the Project and Financing Plan, (2) satisfying the Reserve Requirement of the Debt Service Reserve Fund, and (3) paying costs of issuing the Bonds, all under and pursuant to the authority of the Act and all other applicable law. None of the proceeds of the Bonds shall be used for the purpose of paying or otherwise providing for educational facilities.

(b) Pursuant to the Act, including particularly Section 2.101, Texas Business Organizations Code, the Pricing Officer is hereby authorized through a date one year from the date of this to act on behalf of the Authority in connection with the selling, issuing and delivering the Bonds and carrying out the other procedures specified in this Resolution. Bonds sold pursuant to a Purchase Agreement executed on or before the expiration date above may be delivered after such date, provided that such delivery date shall occur within ninety (90) days of the sale of the Bonds. Without limiting the generality of the foregoing, the Pricing Officer shall have the authority to approve the form of the Purchase Agreement and execute same on behalf of

the Authority, determine the date on and price at which the Bonds will be sold, the years in which the Bonds will mature, the aggregate principal amount of the Bonds, the principal amount of the Bonds to mature in each year of maturity, the rate of interest to be borne by each such maturity (including, without limitation, any provisions related to a modified rate of interest upon the occurrence of a specified event), any redemption terms and provisions (including terms and provisions for optional and mandatory sinking fund redemption), whether to apply for and obtain municipal bond insurance or a reserve fund surety policy, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that such matters may not directly conflict with any provisions set forth herein and that:

- (1) the aggregate principal amount of the Bonds shall not exceed the maximum amount authorized in Section 2.1 hereof; and
- (2) the net effective interest rate on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code; and
- (3) the Bonds shall mature no later than the date of termination of the Zone.

Section 2.2 Designation, Date, and Interest Payment Dates. The Bonds shall be designated as the "LAKE HOUSTON REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021." The Bonds shall be dated as set forth in the Pricing Certificate and shall bear interest at the rate(s) set forth in the Pricing Certificate from the later of the Issuance Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on each Interest Payment Date.

Section 2.3 Initial Bond; Numbers; Denomination; Interest Rate. The Bonds shall mature on the dates in each of the years and in the amounts set out in the Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Pricing Certificate and shall bear interest at rates set out in the Pricing Certificate. The Initial Bond shall be numbered I-1 and all other Bonds shall be numbered in sequence beginning with R-1. The Bonds may be transferred and exchanged only as set out in this Resolution. Bonds initially delivered and Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in the order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or any integral multiple thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 2.4 Execution and Registration of Bonds. (a) The Bonds shall be signed on behalf of the Authority by the Chairman or Vice Chair and countersigned by the Secretary or Assistant Secretary by their manual, lithographed, or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

(b) If any officer of the Authority whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Paying Agent/Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Bond delivered at the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Authority, and has been registered by the Comptroller.

(d) On the Issuance Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, executed by manual or facsimile signature of the Chairman or Vice Chair and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver definitive Bonds for each maturity thereof to DTC.

Section 2.5 Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated corporate trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable by check payable on the Interest Payment Date, mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the Owner.

If the date for the payment of principal or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was due.

Section 2.6 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty (60) days

prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 2.7 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days or more thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Payment Date, to each Owner or record of an affected Bond on the Special Record Date.

Section 2.8 Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Authority, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section 2.8 shall be valid and effectual and shall discharge the liability of the Authority and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.9 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the

same maturity, aggregate principal amount, and date, and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity, date, and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 2.9. Each Bond delivered in accordance with this Section 2.9 shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The Authority or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Authority.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period beginning on a Record Date or a Special Record Date and ending on the next succeeding Interest Payment Date (including any Special Payment Date) or to transfer or exchange any Bond called for redemption during the period beginning thirty (30) days prior to the date fixed for redemption and ending on the date fixed for redemption.

Section 2.10 Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and retained by the Paying Agent/Registrar in accordance with its document retention policies. Upon request of the Authority therefor, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of destruction of such Bonds.

Section 2.11 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. The Authority or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar.

If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, date, interest rate and principal amount, bearing a number not contemporaneously Outstanding, provided that the Owner thereof shall have:

(1) furnished to the Authority and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnished such security or indemnity as may be required by the Paying Agent/Registrar to save the Paying Agent/Registrar and the Authority harmless;

(3) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(4) met any other reasonable requirements of the Authority and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Authority and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Authority or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 2.11 shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 2.12 Redemption. (a) The Bonds shall be subject to optional and mandatory redemption prior to the maturity on the dates, upon the terms and in the manner provided in this Section 2.12 and in the Pricing Certificate.

(b) Bonds may be redeemed only in principal denominations of \$5,000 or any integral multiple thereof. Upon surrender of a Bond for redemption in part, the Paying Agent/Registrar, in accordance with this Resolution, shall authenticate and deliver in exchange therefor a Bond in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(c) Unless waived by the Owner, notice of any redemption shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Bond at the address shown on the Register. Such notice shall state the principal amount redeemed, the redemption date, the redemption price and the place at which Bonds are to be surrendered for payment. Any notice given as provided in this Section 2.12 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds, plus accrued interest to the date fixed for redemption. When Bonds have been called for

redemption and due provision has been made to redeem the same as herein provided, the Bonds shall no longer be regarded as Outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond shall terminate on the date fixed for redemption.

Section 2.13 Security; Limited Obligations. The Bonds are payable from and secured by a first lien on the Pledged Revenues, and are further secured by the Indenture. THE BONDS ARE A LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY OUT OF THE PLEDGED REVENUES, WHICH ARE THE SOLE ASSETS OF THE AUTHORITY PLEDGED THEREFOR. THE BONDS ARE OBLIGATIONS SOLELY OF THE AUTHORITY AND DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE CITY OF HOUSTON, TEXAS, THE STATE OF TEXAS, HARRIS COUNTY, TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE OF TEXAS. NEITHER THE CITY OF HOUSTON, TEXAS, NOR HARRIS COUNTY, TEXAS, IS OBLIGATED TO MAKE PAYMENTS ON THE BONDS.

Section 2.14 Book-Entry Only System. (a) The Initial Bond shall be registered in the name designated in the Pricing Certificate. Except as provided in Section 2.15 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to any Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments or amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co.,

and subject to the provisions of this Resolution with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase “Cede & Co.” in this Resolution shall refer to such new nominee of DTC.

Section 2.15 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Authority, in its sole discretion, determines that the beneficial owners of the Bonds shall be able to obtain certified Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 2.16 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

ARTICLE III

FORM OF BOND

Section 3.1 Form. The form of Bond, including, to the extent necessary, the form of the Paying Agent/Registrar’s Authentication Certificate, the form of Assignment, the form of the Comptroller’s Registration Certificate and any other similar items, shall be substantially as shown in Exhibit A hereto, with such additions, deletions, and variations, as may be necessary or desirable and not prohibited by this Resolution.

Section 3.2 CUSIPs; Legal Opinion; Bond Insurance. CUSIP numbers and/or the approving opinion of Bond Counsel may be printed on the Bonds, but errors or omissions in the printing of such opinion shall have no effect on the validity of the Bonds. If bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

ARTICLE IV

ADDITIONAL PARITY BONDS

Section 4.1 Additional Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Bonds), one or more series of Additional Parity Bonds payable from and secured by a first lien on the Pledged Revenues, on a parity with the Bonds; provided, however, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 4.2 Subordinate Lien Bonds. The Authority reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinated to the lien on Pledged Revenues securing payment of the Parity Bonds. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purposes.

ARTICLE V

COVENANTS AND PROVISIONS RELATING TO ALL PARITY BONDS

Reference is made to Article V of the Indenture. All covenants made by the Authority therein are hereby incorporated by reference into this Resolution.

ARTICLE VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF BONDS

Section 6.1 Sale; Purchase Agreement. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Pricing Certificate, in accordance with the terms of the Purchase Agreement to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Purchase Agreement on behalf of the Authority, and the Pricing Officer and all other officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the sale of the Bonds.

Section 6.2 Application of Proceeds of Bonds. As further provided in the Pricing Certificate, proceeds from the sale of the Bonds shall be deposited with the Trustee and, promptly upon receipt by the Trustee, applied as follows:

- (a) An amount shall be transferred to the Debt Service Reserve Fund such that the funds on deposit therein following such transfer shall equal the Reserve Fund Requirement;
- (b) An amount sufficient to pay the costs of issuing the Bonds shall be deposited into the Project Fund to pay Costs of Issuance; and
- (c) All remaining amounts shall be deposited into the Project Fund established under the Indenture to pay Project Costs.

Section 6.3 Reserve Requirement.

(a) For the purposes of Section 3.01(b)(5) of the Indenture, the Reserve Requirement for the Parity Bonds as of the date of their issuance shall be set forth in the Pricing Certificate.

ARTICLE VII

FEDERAL INCOME TAX EXCLUSION

Section 7.1 Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Bonds or other obligations of the Authority is the respective date on which such series or sub-series of the Bonds or other obligation of the Authority is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Authority shall not use, permit the use of or omit to use Gross Proceeds of the Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for

federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority shall comply with each of the specific covenants in this Section.

- (c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the Authority shall, at all times after the Issue Date of any Bond and prior to the last stated maturity of the Bonds
 - (i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Bonds and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or
 - (ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.
- (d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the Authority shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.
- (e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the Authority shall not, at any time prior to the earlier of the final stated maturity or final payment of the Bonds, directly or indirectly invest Gross Proceeds of the Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

- (f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the Authority shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.
- (g) Information Report. The Authority shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.
- (h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the Authority shall:
 - (i) account for all Gross Proceeds of the Bonds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,
 - (ii) calculate the Rebate Amount with respect to the Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least three years after the final Computation Date,
 - (iii) as additional consideration for the purchase of the Bonds by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and
 - (iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.
- (i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the Authority shall not, at

any time after the Issue Date of the Bonds and prior to the earlier of the final stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

- (j) Not Hedge Bonds. The Authority will not invest more than 50 percent of the proceeds of the Bonds in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Bonds, the Authority will reasonably expect that at least 85 percent of the Net Sale Proceeds of the Bonds would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

Section 7.2 Continuing Obligation. Notwithstanding any other provision of this Resolution, the Authority's representations and obligations under the covenants and provisions of this Article VII shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

ARTICLE VIII

AUTHORIZATION OF AGREEMENTS AND OTHER MATTERS

Section 8.1 Authorization of Agreements. The Board hereby approves issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation, the following: (i) the Indenture, (ii) the Paying Agent/Registrar Agreement by and between the Authority and the Paying Agent/Registrar, (iii) the Purchase Agreement by and between the Authority and the Underwriters, in the form approved by a Pricing Officer, and (iv) any and all other documents and agreements reasonable and necessary to issue the Bonds, including, without limitation, any agreements related to the Authority's obtaining a municipal bond insurance policy and/or Reserve Fund Surety Policy for the Bonds (collectively, the "Agreements"). The Board hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery thereof. The Chairman, Vice Chair, or other appropriate officials and agents of the Authority are authorized to execute any and all appropriate documents and take any and all other actions necessary or appropriate in connection with the issuance and delivery of the Bonds.

ARTICLE IX

OFFICIAL STATEMENT; CONTINUING DISCLOSURE OF INFORMATION

Section 9.1 Official Statement. The Authority hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the Authority are authorized to sign such Official Statement.

Section 9.2 Continuing Disclosure of Information. As used in this Section the following terms having the meaning ascribed below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final Official Statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(a) Annual Reports. The Authority will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. Except as otherwise set forth in the Pricing Certificate, the information to be updated includes all quantitative financial information and operating data with respect to the Authority of the general type included in Schedules 1-6 (top ten taxpayers for current year only) and APPENDIX B of the Official Statement. The Authority will update and provide this information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles as the Authority may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during Authority they must be provided. If audited financial statements are not so provided, then the Authority shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when audited financial statements become available.

If the Authority changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB).

(b) Event Notices. The Authority shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;

- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Authority;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (xv) Incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

For these purposes, (a) any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority, and (b) the Authority intends the words used in the (xv) and (xvi) of

the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with Section 9.2(a) by the time required by such Section. All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be Outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Authority in observing or performing its obligations under this Section shall comprise a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

The provisions of this Section may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the Authority, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the initial primary offering in compliance with the Rule, taking into account any amendments or

interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the Outstanding Bonds consent to such amendment or (b) a person unaffiliated with the Authority (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Authority may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If any such amendment is made, the Authority will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

ARTICLE X

BOND INSURANCE AND RESERVE FUND SURETY POLICY

Section 10.1 Application of Bond Insurance Provisions. If the Authority shall purchase a bond insurance policy as determined by the Pricing Officer, the provisions required by the insurer shall be attached as Exhibit B to this Resolution, and are incorporated herein and deemed a part hereof. Notwithstanding anything to the contrary in the Indenture or this Resolution, so long as insured Bonds are outstanding and the policy is in full force and effect, the provisions of Exhibit B shall apply.

Section 10.2 Application of Reserve Fund Surety Policy Provisions. If the Authority shall purchase a reserve fund surety policy as determined by the Pricing Officer, the provisions required by the insurer shall be attached as Exhibit C to this Resolution, and are incorporated herein and deemed a part hereof. Notwithstanding anything to the contrary in the Indenture or this Resolution, so long as insured Bonds are outstanding and the policy is in full force and effect, the provisions of Exhibit C shall apply.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Related Matters. To satisfy in a timely manner all of the Authority's obligations under this Resolution, the Chairman, Vice Chair and Secretary of the Board and all other appropriate officers, agents and representatives of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds, including, without limitation, executing and delivering on behalf of the Authority all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the Authority's obligations under this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of this Resolution.

Section 11.2 Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Chairman of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Resolution and in the form of the documents attached hereto as exhibits as, in the judgment of the Chairman, and in the determination of Bond Counsel to the Authority, may be necessary or convenient to carry out or

assist in carrying out the purposes of this Resolution or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board and the provisions of the Indenture.

Section 11.3 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11.4 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 11.5 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenants, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Owners of the Bonds.

Section 11.6 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 11.7 Effective Date. This Resolution shall become effective immediately upon passage by the Authority.

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PASSED AND APPROVED this 13th day of May, 2021.

LAKE HOUSTON REDEVELOPMENT
AUTHORITY

Chairman, Board of Directors

ATTEST:

Secretary, Board of Directors

Signature Page

Resolution of Lake Houston Redevelopment Authority Authorizing Issuance of
Tax Increment Contract Revenue Bonds, Series 2021

FORM OF BOND

HOU:3723685.5

THE BONDS ARE A LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY OUT OF THE PLEDGED REVENUES, WHICH IS THE SOLE ASSET OF THE AUTHORITY PLEDGED THEREFOR. THE BONDS ARE OBLIGATIONS SOLELY OF THE AUTHORITY AND DO NOT CONSTITUTE WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE CITY OF HOUSTON, TEXAS, THE STATE OF TEXAS, HARRIS COUNTY, TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE OF TEXAS. NEITHER THE CITY OF HOUSTON, TEXAS, NOR HARRIS COUNTY, TEXAS IS OBLIGATED TO MAKE PAYMENTS ON THE BONDS.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS aggregating \$_____, issued for the purposes of (1) financing Project Costs identified in the Project and Financing Plan, (2) satisfying the Reserve Requirement of the Debt Service Reserve Fund, and (3) paying Costs of Issuance, all under and pursuant to the authority of the Act and all other applicable law, as described in a resolution adopted by the Authority on May 13, 2021 (the "Resolution"). None of the proceeds of the Bonds shall be used for the purpose of paying or otherwise providing for educational facilities.

THIS BOND AND THE SERIES OF WHICH IT IS A PART are limited obligations of the Authority that are payable from, and are equally and ratably secured by a lien on the Pledged Revenues, which include Contract Tax Increments, moneys on deposit in the Pledged Revenue Fund, the Debt Service Fund, the Reserve Fund, and the Project Fund, and interest earned on moneys deposited therein, as defined and provided in the Indenture of Trust dated as of October 6, 2016, between the Authority and Regions Bank, an Alabama banking corporation existing under the laws of the State of Alabama, as trustee (the "Indenture"). This Bond and the series of which it is a part, together with the interest thereon, are payable solely from such Pledged Revenues.

THE AUTHORITY RESERVES THE RIGHT to redeem the Bonds, in whole or in part from time to time, in integral multiples of \$5,000, on any date on or after September 1, 20____, at a price of the principal amount of the Bonds to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS maturing in the years 20____ and 20____ (the "Term Bonds") are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM BONDS MATURING IN THE YEAR 20____

Mandatory Redemption	Principal Amount
September 1, 20____	\$ _____
September 1, 20____ (maturity)	\$ _____

TERM BONDS MATURING IN THE YEAR 20__

Mandatory Redemption	Principal Amount
September 1, 20__	\$ _____
September 1, 20__ (maturity)	\$ _____

The particular Term Bonds to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary random selection method, on or before July 15 of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been acquired by the Authority and delivered to the Paying Agent/Registrar for cancellation or have been optionally redeemed and which have not been made the basis for a previous reduction.

UNLESS WAIVED BY THE OWNER, NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the Registered Owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts to be redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Paying Agent/Registrar for Bonds in the principal amount of \$5,000 or any integral multiple of \$5,000 in excess thereof, subject to the terms and conditions of the Resolution.

NEITHER THE AUTHORITY NOR THE PAYING AGENT/REGISTRAR shall be required to transfer or exchange any Bond during the period beginning on the fifteenth (15th) calendar day of the month next preceding any interest payment date and ending on the next succeeding interest payment date or to transfer any Bond called for redemption during the thirty (30) day period prior to the redemption date.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.²

² In the Initial Bond, this paragraph shall read as follows:

“THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto.”

THE AUTHORITY HAS RESERVED THE RIGHT to issue Additional Parity Bonds, subject to the restrictions contained in the Resolution, which may be equally and ratably payable from, and secured by a first lien on and pledge of the Pledged Revenues in the same manner and to the same extent as this Bond and the series of which it is a part.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any statutory limitation, and that provision has been made for the payment of the principal of and interest on this Bond and all of the Bonds by the creation of the aforesaid lien on and pledge of the Pledged Revenues.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed by the manual or facsimile signatures of the Chairman or Vice Chair and the Secretary or Assistant Secretary.

LAKE HOUSTON REDEVELOPMENT
AUTHORITY

[Vice] Chairman, Board of Directors

[Assistant] Secretary, Board of Directors

* * * * *

[Form of Registration Certificate of Comptroller of Public Accounts³]

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL THIS _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

* * * * *

[Form of Paying Agent/Registrar's Authentication Certificate]

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond is one of the Bonds referred to in the Resolution described in the text of this Bond.

Regions Bank, as Paying Agent/Registrar

By: _____
Authorized Signature

Date of Authentication: _____

³ _____
To appear on the Initial Bond only.

* * * * *

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto _____

(Please print or type name, address and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer said Bond on the Books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

* * * * *

Statement of Insurance.

[Insert insurance legend, if applicable]

(b) Initial Bond. The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d), and (e) above, except for the following alterations:

(i) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the word “CUSIP” deleted;

(ii) in the first paragraph of the Bond, the words “on the Maturity Date specified above,” and “at the rate shown above” shall be deleted and the following shall be inserted at the end of the first sentence “..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:”

[Information to be inserted from Maturity Schedule in Pricing Certificate]

EXHIBIT B

BOND INSURANCE PROVISIONS (IF APPLICABLE)

[Insert from Pricing Certificate]

EXHIBIT C

RESERVE FUND SURETY POLICY PROVISIONS (IF APPLICABLE)

[Insert from Pricing Certificate]

TAB

SEVEN A

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

In the opinion of Bond Counsel (defined below), under current law and subject to conditions described in the Section herein “Tax Exemption,” interest on the Bonds (a) is not included in gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum income tax. A holder may be subject to other federal tax consequences as described in the Section herein “TAX EXEMPTION.”

NEW ISSUE — BOOK ENTRY ONLY

Ratings:
See “MUNICIPAL BOND RATING”
and “MUNICIPAL BOND INSURANCE
AND RESERVE FUND SURETY POLICY” herein.

\$42,965,000*

LAKE HOUSTON REDEVELOPMENT AUTHORITY

(A public nonprofit local government corporation acting on behalf of the City of Houston, Texas)

TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021

Interest Accrual Date: Delivery Date

Due: September 1, as shown on the inside front
cover

Lake Houston Redevelopment Authority, a public nonprofit local government corporation (the “Authority”), was established by the City of Houston, Texas (the “City”) to aid, assist, and act on behalf of the City in the performance of the City’s governmental functions to promote the common good and general welfare of the area included within Reinvestment Zone Number Ten, City of Houston, Texas (the “Zone”) and neighboring areas. The Zone was created by the City pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the “TIF Act”) to promote the development of the land within the boundaries of the Zone, currently consisting of approximately 3,711 acres located in the Kingwood community in the northeast part of the City.

Interest on the Lake Houston Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2021 (the “Bonds”) accrues from the Delivery Date (defined below) and is payable each March 1 and September 1, commencing March 1, 2022, until the earlier of maturity or redemption. Principal of and interest on the Bonds will be payable by Regions Bank, an Alabama banking corporation, as initial paying agent/registrar (the “Paying Agent/Registrar”).

The definitive Bonds will initially be registered and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), pursuant to the book-entry-only system described herein. DTC will act as securities depository with respect to the Bonds. No physical delivery of the Bonds will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to DTC’s participants, which will make distributions of such amounts to the beneficial owners of the Bonds. See “THE BONDS—Book-Entry-Only System” herein.

The Bonds are being issued pursuant to the terms and conditions of a City ordinance approving the issuance of the Bonds, a Bond Resolution approved by the Board of Directors of the Authority on May 13, 2021, a Pricing Certificate authorized by such Bond Resolution, and an Indenture of Trust dated as of June 1, 2021 (the “Indenture”) between the Authority and Regions Bank, an Alabama banking corporation, as trustee (the “Trustee”). The Bonds are the first series of bonds to be issued under the Indenture. All parity bonds issued under the Indenture, including the Bonds and any subsequently issued parity bonds (collectively the “Contract Revenue Bonds”), are equally and ratably secured under the Indenture.

Pursuant to the Indenture, the Authority has pledged the Pledged Tax Increments (as defined herein) to payment of the Contract Revenue Bonds subject to the Reserved Amount (as defined herein). The Contract Revenue Bonds are payable solely from the Pledged Tax Increments, certain other funds on deposit with the Trustee or which may be deposited with the Trustee in the future, and earnings and investments thereon (the “Pledged Revenues”). See “SOURCE OF AND SECURITY FOR PAYMENT—Pledge of Revenues.”

The Bonds are limited obligations of the Authority, payable solely from the Pledged Revenues. The Bonds are obligations of the Authority and do not constitute, within the meaning of any statutory or constitutional provision, an indebtedness, an obligation or a loan of credit of the City of Houston, Texas, the State of Texas, or any other municipality, county, or other municipal or political corporation or subdivision of the State of Texas. The City of Houston, Texas is not obligated to make payments on the Bonds. The Authority does not have the power to levy taxes or assess fees for any purpose, including payment of the Bonds.

See MATURITY SCHEDULE on the inside front cover

The Bonds are offered by the Underwriters subject to prior sale, when, as and if issued by the Authority and accepted by the Underwriters, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Hunton Andrews Kurth LLP, Bond Counsel. Certain other matters will be passed upon on behalf of the Authority by Norton Rose Fulbright US LLP, Houston, Texas, Disclosure Counsel. Certain matters will be passed upon on behalf of the Underwriters by West & Associates, L.L.P., Houston, Texas. Delivery of the Bonds is expected through the facilities of DTC on or about June 29, 2021 (“Delivery Date”).

BOFA SECURITIES

HILLTOP SECURITIES

RAMIREZ & CO., INC.

* Preliminary, subject to change.

LAKE HOUSTON REDEVELOPMENT AUTHORITY
(a public nonprofit local government corporation acting on behalf of the City of Houston, Texas)
TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021

MATURITY SCHEDULE*

<u>Maturity September 1 (a)</u>	<u>Principal Amount*</u>	<u>CUSIP Number (b)</u>	<u>Interest Rate (%)</u>	<u>Initial Reoffering Yield (%) (c)</u>
2024	\$ 1,045,000			
2025	1,095,000			
2026	1,155,000			
2027	1,215,000			
2028	1,275,000			
2029	1,340,000			
2030	1,410,000			
2031	1,480,000			
2032	1,555,000			
2033	1,635,000			
2034	1,720,000			
2035	1,790,000			
2036	1,845,000			
2037	1,900,000			
2038	1,960,000			
2039	2,020,000			
2040	2,080,000			
2041	2,145,000			
2042	2,210,000			
2043	2,275,000			
2044	2,345,000			
2045	2,415,000			
2046	2,490,000			
2047	2,565,000			

- (a) The Underwriters may combine maturities into one or more term bonds that are subject to mandatory sinking fund redemption. Bonds maturing on or after September 1, 20__, are subject to redemption in whole or from time to time in part, at the option of the Authority, on September 1, 20__, or on any date thereafter, at a price equal to the par value thereof plus accrued interest from the most recent interest payment date to the date fixed for redemption. See “THE BONDS—Redemption Provisions.”
- (b) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association. CUSIP numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of purchasers of the Bonds. None of the Authority, the Financial Advisor nor the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.
- (c) Initial reoffering yield represents the initial offering yield to the public which has been established by the Underwriters for offers to the public and which may be subsequently changed by the Underwriters and is the sole responsibility of the Underwriters.

*Preliminary, subject to change.

BOARD OF DIRECTORS

**REINVESTMENT ZONE NUMBER TEN,
CITY OF HOUSTON, TEXAS
and
LAKE HOUSTON REDEVELOPMENT AUTHORITY^(a)**

<u>Position</u>	<u>Name</u>	<u>Appointed to Zone By:</u>	<u>Title/Office</u>
1	Kimberly Brusatori	City of Houston	Director
2	Jeffery Nielsen	City of Houston	Assistant Secretary
3	Philip Ivy	City of Houston	Vice Chair
4	Tom Broad	City of Houston	Secretary
5	Stan Sarman	City of Houston	Chairman
6	Nolan Correa	Humble Independent School District	Director
7	Dr. Martin Basaldua	City of Houston	Director

(a) The ordinance creating Reinvestment Zone Number Ten, City of Houston, Texas (the “Zone”) created a board of directors of the Zone (the “Zone Board”), consisting of seven persons. The directors of the Zone Board were appointed by the City and Humble Independent School District (the “School District”), as shown above, in accordance with the terms of the TIF Act. The Articles of Incorporation of the Authority provide for a seven-member Board of Directors (the “Board”). The Authority’s bylaws provide that directors of the Authority will be appointed by position to the Board by the Mayor of the City with the consent and approval of the City Council and will be the same persons appointed to the corresponding position on the Zone Board. The members of the Board of Directors of the Authority are the same as the members of the Zone Board.

Professional Consultants

Ralph DeLeon	<i>Administrator</i>
Masterson Advisors, LLC	<i>Financial Advisor</i>
Hunton Andrews Kurth LLP	<i>General Counsel and Bond Counsel</i>
HNTB Corporation	<i>Engineering Consultant</i>
Walter P. Moore	<i>Engineering Consultant</i>
McKim & Creed, Inc.	<i>Engineering Consultant</i>
Equi-Tax, Inc.	<i>Tax Consultant</i>
Morton Accounting Services	<i>Bookkeeper</i>
McCall Gibson Swedlund Barfoot PLLC	<i>Auditor</i>
Norton Rose Fulbright US LLP	<i>Disclosure Counsel</i>
Regions Bank	<i>Trustee/Paying Agent/Registrar</i>

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended and in effect on the date hereof (the “*Rule*”), this document constitutes an Official Statement with respect to the Bonds that has been “deemed final” by the Authority as of the date hereof, except for the omission of certain information as permitted by the Rule.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Authority.

All of the summaries of the statutes, financing documents, resolutions, contracts, engineering and other related reports referenced or described in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the Authority, c/o Hunton Andrews Kurth, 600 Travis, Suite 4200, Houston, Texas 77002.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or hyperlinks contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in the Rule.

Neither the Authority nor the Underwriters, as defined herein, make any representation as to the accuracy, completeness, or adequacy of the information supplied by The Depository Trust Company for use in this Official Statement.

The Underwriters, as defined herein, have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Regions Bank, in each of its capacities, including, but not limited to, Trustee, Bond Registrar, and Paying Agent, has not participated in the preparation of this Official Statement and assumes no responsibility for its content, including, without limitation, the accuracy or completeness of the information concerning the Authority or any other party contained herein or for any failure by any of such parties to disclose events that may have occurred and may affect the significance or accuracy of such information.

SALE AND DISTRIBUTION OF THE BONDS

Prices and Marketability

The delivery of the Bonds is conditioned upon the receipt by the Authority of a certificate executed and delivered by the underwriters named on the cover page (the “*Underwriters*”) on or before the Delivery Date of the Bonds stating the prices at which a substantial amount of the Bonds of each maturity have been sold to the public. For this purpose, the term “public” shall not include any person who is a bond house, broker or similar person acting in the capacity of underwriter or wholesaler. Otherwise, the Authority has no understanding with the Underwriters regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Underwriters.

The prices and other terms with respect to the offering and sale of the Bonds may be changed from time to time by the Underwriters after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In

connection with the offering of the Bonds, the Underwriters may over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Authority has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold or traded in the secondary market.

Securities Laws

No registration statement relating to the offer and sale of the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The Authority assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities, registration or qualification provisions in such other jurisdiction.

FORWARD-LOOKING STATEMENTS

This Official Statement contains, in part, forward-looking statements and projections, as well as estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Forward-looking statements and projections may be affected by known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from the future results, performance or achievements expressed or implied by such forward-looking statements. Investors are cautioned that actual results could differ materially from those set forth in the forward-looking statements.

Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the Zone, or other matters described herein since the date hereof.

RELIANCE ON PAST FINANCIAL PERFORMANCE

Past financial performance does not necessarily predict future performance, which may be affected by numerous anticipated and unanticipated conditions which did not exist at the time of the prior financial performance. See “INVESTMENT CONSIDERATIONS—Impact of COVID-19 or Other Infectious Disease Outbreak”. **The financial and operating data contained herein are the latest available but are as of the dates and for the periods described herein, primarily prior to the COVID-19 Outbreak and measures instituted to slow it. Accordingly, they are not necessarily indicative of the Authority’s future financial condition.**

OFFICIAL STATEMENT SUMMARY

This Official Statement Summary is subject in all respects to the more complete information and to the definitions contained or incorporated in this Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement. No person is authorized to detach this summary statement from this Official Statement or to otherwise use it without the entire Official Statement.

Creation and Development of the Zone

Reinvestment Zone Number Ten, City of Houston, Texas

Reinvestment Zone Number Ten, City of Houston, Texas (the “Zone”) was created on December 17, 1997 by the City Council of the City of Houston, Texas (the “City”), pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the “TIF Act”), to promote the development of the land within its boundaries. The Zone currently consists of several parcels of land totaling approximately 3,711 acres located in the Kingwood community in the northeast part of the City.

As originally created in 1997, the Zone contained approximately 1,351 acres (the “Original Zone”). Since creation, property annexations have occurred in 1999 (the “1999 Annexed Area”), 2011 (the “2011 Annexed Area”), 2014 (the “2014 Annexed Area”), 2018 (the “2018 Annexed Area”) and 2020 (the “2020 Annexed Area”). All annexed areas (collectively, the “Annexed Areas”), have resulted in the addition of approximately 2,360 acres to the Zone. See APPENDIX A--Boundary Map.”

The Zone is currently scheduled to terminate on December 31, 2048.

Project and Financing Plan

As required under the TIF Act, in 1999 the Zone Board adopted, and the City Council of the City approved, a Project Plan and Reinvestment Zone Financing Plan (the “Original Project and Financing Plan”). The Original Project and Financing Plan and subsequent amendments set out the public improvements, real estate acquisitions and other projects that are needed to induce development within the Zone (the “Public Improvements”). The cost of the Public Improvements, the cost of creation of the Zone, and related organizational costs (the “Project Costs”) constitute eligible project costs under the TIF Act.

The Original Project and Financing Plan and subsequent amendments provided that certain Public Improvements would be constructed and financed by private developers in connection with their development of parcels of undeveloped property within the Zone and that such developers would be paid for such Public Improvements through either the issuance of City or Authority notes and bonds or through annual payments of the Authority Tax Increments (as defined herein) generated by the property they developed (the “Encumbered Property” or the “Encumbered Part of the Zone”).

Encumbered and Unencumbered Property in the Zone

The Encumbered Property in the Zone currently consists of approximately 1,545 acres, most of which is fully developed. Approximately 386 acres of Encumbered Property in the Zone are dedicated solely to public use (the “Public Use Property”). The part of the Zone not constituting Encumbered Property or Public Use Property (the “Unencumbered Property” or the “Unencumbered Part of the Zone”) currently consists of approximately 2,166 developed and undeveloped acres.

The Unencumbered Property is located in the Original Zone and the 2011 Annexed Area only. It is not located in any of the other Annexed Areas. See “FINANCIAL INFORMATION: Schedule 5: Captured Appraised Value Committed to Developers.”

Only the Unencumbered Property in the Zone will generate Pledged Tax Increments available to pay principal of and interest on the Contract Revenue Bonds.

Status of Development in the Zone

For tax year 2020, the Captured Appraised Value generated from the Unencumbered Property is \$648,351,676.

Development in the Unencumbered Part of the Zone consists of more than 1,400 single family and patio homes north and west of Lake Houston in Kingwood and commercial

development, multifamily housing and undeveloped commercial tracts in Kingwood West, which is located west of U.S. Highway 59.

The Bonds

<i>The Issuer</i>	<p>Lake Houston Redevelopment Authority (the “<i>Authority</i>”), a public nonprofit local government corporation, was authorized to be established by the City in 2013 to aid, assist, and act on behalf of the City in the performance of the City’s governmental functions to promote the common good and general welfare of the Lake Houston area of the City and neighboring areas.</p> <p>Pursuant to an agreement among the City, the Zone and the Authority, the Authority provides services to the Zone and is authorized to issue bonds payable from Tax Increments (as defined herein) derived from the Zone and transferred to the Authority.</p> <p>The Authority is governed by a Board of Directors (the “<i>Board</i>”), whose members are appointed by the City (with one member nominated by Humble Independent School District (the “<i>School District</i>”). The duration of the Authority is perpetual.</p>
<i>Description</i>	<p>The Lake Houston Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2021 (the “<i>Bonds</i>”) are issued in the aggregate principal amount of \$42,965,000.*</p> <p>The Bonds are offered in fully registered form in integral multiples of \$5,000 principal amount. Interest on the Bonds accrues from the date of delivery of the Bonds to the Underwriters (the “<i>Delivery Date</i>”) and is payable on each March 1 and September 1, commencing March 1, 2022, until the earlier of maturity or redemption. See “THE BONDS – Description.”</p>
<i>Authority for Issuance</i>	<p>The Bonds are authorized pursuant to a City ordinance approving the issuance of the Bonds, a Bond Resolution approved by the Board on May 13, 2021 (the “<i>Bond Resolution</i>”), a Pricing Certificate authorized by such Bond Resolution, and an Indenture of Trust dated as of June 1, 2021 (the “<i>Indenture</i>”), between the Authority and Regions Bank, an Alabama banking corporation, as trustee (the “<i>Trustee</i>”).</p>
<i>Book-Entry Only System</i>	<p>The Depository Trust Company (“<i>DTC</i>”), New York, New York, will act as securities depository of the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds and will be deposited with DTC. See “THE BONDS—Book Entry Only System.”</p>
<i>Redemption</i>	<p>Bonds maturing on or after September 1, 20__ are subject to redemption in whole, or from time to time in part, at the option of the Authority prior to their maturity dates on September 1, 20__ or on any date thereafter at a price equal to par value plus unpaid accrued interest from the most recent interest payment date to the date fixed for redemption. See “THE BONDS—Redemption Provisions.”</p>
<i>Use of Proceeds</i>	<p>Proceeds of the Bonds will be used for the purposes of (1) defeasing and refunding the Refunded Debt (as defined herein); (2) financing Project Costs in accordance with the Project and Financing Plan (defined herein); (3) satisfying the Reserve Requirement for the Debt Service Reserve Fund (as defined herein); and (4) paying costs of issuance, all under and pursuant to the authority of the TIF Act and all other applicable law. See “PLAN OF FINANCING” and “USE AND DISTRIBUTION OF BOND PROCEEDS.”</p>
<i>Municipal Bond Rating</i>	<p>The Authority has made application for a municipal bond rating on the Bonds. The rating fee, if any, will be paid by the Authority; payment of any other rating fee will be the responsibility of the Underwriters. See “MUNICIPAL BOND RATING.”</p>
<i>Municipal Bond Insurance and Reserve Surety Policy</i>	<p>The Authority has made application for a commitment for municipal bond guaranty insurance on the Bonds and a Reserve Fund Surety Policy (as defined herein). The purchase of such insurance and/or Reserve Fund Surety Policy, if available and deemed economically beneficial, and payment of all associated costs, including the premium</p>

*Preliminary, subject to change.

charged by the insurer, will be at the option and expense of the Authority. See “MUNICIPAL BOND INSURANCE AND RESERVE FUND SURETY POLICY.”

Source of and Security for Payment

Tax Increments

The City has agreed to deposit to the Tax Increment Fund for the Zone within the City Treasury (the “*Tax Increment Fund*”) its tax collections resulting from its taxation of the increase, if any, in the appraised taxable value of real property located in the Original Zone since January 1, 1997 and in each of the Annexed Areas since January 1 of the year in which the area was annexed into the Zone.

Authority Tax Increments

The City, the Authority and the Zone have entered into the Tri-Party Agreement (as defined herein) which sets forth, among other things, the agreement of the City, on behalf of itself and the Zone, to pay to the Authority the tax collections deposited to the Tax Increment Fund minus any expenses incurred by the City in connection with the collection of the Tax Increments and subject to the retention by the City of (i) a reserve of up to five percent of the monies then available in the Tax Increment Fund, (ii) funds required to be paid to the School District for education facility project costs, and (iii) amounts due the City under any contract with the Authority or assumed by the Authority (the Tax Increments net of such deductions and reserves referred to herein as the “*Authority Tax Increments*”).

The Authority Tax Increments paid to the Authority will not exceed the amount of the approved Authority budget for the fiscal year. See “SOURCE OF AND SECURITY FOR PAYMENT—Tri-Party Agreement.”

Developer Related Tax Increments

The Authority has agreed to reimburse numerous developers in the Zone for Public Improvements they constructed and financed. Each developer is entitled to a payment annually from the Authority Tax Increments generated on the portion of the Encumbered Property it developed, subject to compliance with the terms of its agreement with the Authority. The total of the Authority Tax Increments due to developers is referred to herein as the “*Developer Related Tax Increments*.”

Pledged Revenues

Once the Authority has set aside the Developer Related Tax Increments for payment to the developers, it is required to transfer the remaining Authority Tax Increments (the “*Pledged Tax Increments*”) to the Trustee for deposit to the Revenue Fund (as defined herein), subject to the Reserved Amount. Once the Trustee has set aside debt service on the Bonds and any subsequently issued parity bonds (collectively, the “*Contract Revenue Bonds*”) for the succeeding twelve-month period, the Debt Service Reserve Fund has been fully funded, and the Trustee’s and Paying Agent/Registrar’s fees have been paid or reserved, the Trustee will deposit any surplus Pledged Tax Increments into a Surplus Fund (as defined herein) to be used for any lawful purpose under the TIF Act. See “SOURCE OF AND SECURITY FOR PAYMENT—Contingent Liabilities.”

Pursuant to the Indenture, the Authority has pledged the Pledged Tax Increments, certain other funds on deposit with the Trustee or which may be deposited with the Trustee in the future, and earnings and investments thereon (the “*Pledged Revenues*”) to secure payment of the Contract Revenue Bonds. See “SOURCE OF AND SECURITY FOR PAYMENT—Pledge of Revenues.”

Additional Parity Bonds

The Authority has reserved the right to issue additional bonds payable from the Pledged Revenues on an equal and ratable basis with the Bonds (the “*Additional Parity Bonds*”), but only on the terms and conditions set out in the Indenture, including satisfaction of a debt service coverage test for Additional Parity Bonds other than those issued for refunding purposes that have the result of reducing or not increasing the annual debt service requirements on the remaining Contract Revenue Bonds. See “SOURCE OF AND SECURITY FOR PAYMENT – Additional Parity Bonds.”

Limited Obligations

The Bonds are limited obligations of the Authority, payable solely from the Pledged Revenues. The Bonds are obligations of the Authority and do not constitute, within the meaning of any statutory or constitutional provision, an indebtedness, an obligation or a

loan of credit of the City, the State of Texas, or any other municipality, county, or other municipal or political corporation or subdivision of the State of Texas. The City is not obligated to make payments on the Bonds. The Authority does not have the power to levy taxes or assess fees for any purpose, including payment of the Bonds.

*Investment
Considerations*

THE PURCHASE AND OWNERSHIP OF THE BONDS ARE SUBJECT TO SPECIAL INVESTMENT CONSIDERATIONS AND ALL PROSPECTIVE PURCHASERS ARE URGED TO EXAMINE CAREFULLY THIS ENTIRE OFFICIAL STATEMENT, INCLUDING THE APPENDICES HERETO, WITH RESPECT TO THE INVESTMENT SECURITY OF THE BONDS, PARTICULARLY THE SECTION CAPTIONED “INVESTMENT CONSIDERATIONS.”

Schedule 1: Selected Financial Information on the Unencumbered Property in the Zone (unaudited)

	2011		
	Original Area	Annexed Area	Total
2020 Certified Taxable Value (a)	\$ 453,838,691	\$ 429,231,134	\$ 883,069,825
Tax Increment Base (b)	7,721,300	163,408,199	171,129,499
2020 Captured Appraised Value (c)	\$ 446,117,391	\$ 265,822,935	\$ 711,940,326
Less: Encumbered Captured Appraised Value (d)	36,817,207	26,771,443	63,588,650
2020 Unencumbered Captured Appraised Value (e)	\$ 409,300,184	\$ 239,051,492	\$ 648,351,676
2020 Total Tax Rate Contribution (f)	\$0.56184	\$0.56184	\$0.56184
Estimated Collection Rate (g)	98.28%	97.44%	97.97%
City Retention Fee			5%
Total Unencumbered Pledged Tax Increments (h)	2,147,056	1,243,220	\$ 3,390,276
Outstanding Debt (i)			\$ 42,965,000 *
Average Annual Debt Service (2022-2048)			2,429,275 *
Maximum Annual Debt Service (2028)			2,607,325 *
Coverage of FY2022 Pledged Tax Increments to:			
Average Annual Debt Service (2022-2048)			140% *
Maximum Annual Debt Service			130% *
Ratio of 2020 Unencumbered Captured Appraised Value to Total Unencumbered Appraised Value in the Zone (j)	98.59%	59.91%	79.63%
Debt Service Reserve Requirement (k)			\$2,607,325 *

* Preliminary, subject to change.

- (a) Certified appraised values for the property within their boundaries are established annually by Harris County Appraisal District and Montgomery Central Appraisal District (as applicable, the “Appraisal District”) for the current tax year, but are subject to change for a number of years thereafter. The State and City tax exemptions are deducted from the appraised value to produce taxable value. The 2020 certified taxable value shown is based on data provided by each Appraisal District and includes uncertified value at the applicable Appraisal District’s opinion of value. The uncertified accounts are generally being protested by the taxpayers and certified values for these accounts may be lower than the Appraisal District’s estimate. Only values that are certified by the Appraisal District are used to calculate tax due. See “FINANCIAL INFORMATION--Schedule 6: Tax Increment Collections on the Unencumbered Property” for the certified values for 2015 through 2020.
- (b) Only the Original Zone and the 2011 Annexed Areas produce Pledged Tax Increments and are shown in Schedule 1. Base year for the Original Zone is 1997 and the base year for the 2011 Annexed Area is 2011. For more detail, see “FINANCIAL INFORMATION--SCHEDULE 6: Tax Increment Collections on the Unencumbered Property.”
- (c) The Captured Appraised Value is the 2020 Certified Taxable Value less the Tax Increment Base. It is used to calculate the Authority Tax Increments generated from the Original Zone and the 2011 Annexed Area. See “SOURCE OF AND SECURITY FOR PAYMENT—General Statutory Requirements for Tax Increment Zones.”
- (d) Encumbered Captured Appraised Value is the Captured Appraised Value of the Encumbered Property within the Original Zone and the 2011 Annexed Area. Tax Increments generated from this Captured Appraised Value are reserved for the developers of the Encumbered Property.
- (e) The Unencumbered Captured Appraised Value is the Captured Appraised Value which generates Pledged Tax Increments available to pay principal of and interest on the Contract Revenue Bonds.
- (f) The City contributes its full tax rate to the Zone.
- (g) The collection rate shown was provided by the City Finance Department and represents 2020 taxes collected in fiscal year 2021. The actual collection rate may differ. City tax payments are deposited into the General Fund of the City. Once such funds are accounted for and allocated to the Zone, the Tax Increments are deposited to the Tax Increment Fund for the Zone. The City Council must appropriate the monies in the Tax Increment Fund to the parties entitled to them before they are

disbursed. Under the Tri-Party Agreement, the City is required to transfer Authority Tax Increments to the Authority by the first business day of September in each year. The appropriation of Authority Tax Increments to the City's tax increment reinvestment zones is usually made in June of each year.

- (h) Authority Tax Increments are calculated by multiplying the 2020 Unencumbered Captured Appraised Value by the 2020 Tax Rate Contribution, then multiplying the product by the Collection Rate and deducting the City Retention Fee. The 2020 tax rate was set in the fall of 2020 with payment by taxpayers due by January 31, 2021. Authority Tax Increments arising from these taxes are expected to be transferred to the Authority during 2021. Overpayments of Authority Tax Increments from prior years may be offset against the current year's Authority Tax Increments and may result in a significant reduction. Overpayments occur when taxpayers are successful in reducing the value of their properties and consequently their taxes in administrative or judicial proceedings which were pending when the Authority Tax Increments were paid to the Authority. Overpayments can also occur when property has been erroneously included within the Zone and a correction is made. The City makes adjustments in the amount of Authority Tax Increments owed for the prior four years before transferring the current year's Authority Tax Increments to the Authority. See "INVESTMENT CONSIDERATIONS—Recalculation of Prior Years' Tax Increments."
- (i) Outstanding debt consists of the Bonds.
- (j) See "INVESTMENT CONSIDERATIONS—A Decrease in Taxable Value Produces a Greater Decrease in Captured Appraised Value and Can Reduce Tax Increments Significantly."
- (k) The Debt Service Reserve Fund Requirement is described under "SOURCE OF AND SECURITY FOR THE BONDS—Debt Service Reserve Fund."

OFFICIAL STATEMENT

\$42,965,000*

LAKE HOUSTON REDEVELOPMENT AUTHORITY

(a public nonprofit local government corporation acting on behalf of the City of Houston, Texas)

TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2021

This Official Statement provides certain information in connection with the issuance by Lake Houston Redevelopment Authority (the “*Authority*”) of its \$42,965,000* Tax Increment Contract Revenue Bonds, Series 2021 (the “*Bonds*”). The Bonds are issued pursuant to Chapter 431, Texas Transportation Code, as amended, the general laws of the State of Texas, a bond resolution (the “*Bond Resolution*”) adopted by the Board of Directors of the Authority (the “*Board*”) on May 13, 2021, a Pricing Certificate authorized by such Bond Resolution, and the Indenture of Trust dated as of June 1, 2021 (the “*Indenture*”) between the Authority and Regions Bank, an Alabama banking corporation, as trustee (the “*Trustee*”).

This Official Statement speaks only as of its date and includes descriptions, among others, of the Bonds, the Bond Resolution, the Indenture, the Tri-Party Agreement (as defined herein), the Authority, Reinvestment Zone Number Ten, City of Houston, Texas (the “*Zone*”), and the Sixth Amended Project Plan and Reinvestment Zone Financing Plan dated December 10, 2020 (the “*Project and Financing Plan*”). The Zone currently consists of approximately 3,711 acres located in the Kingwood community in the northeast part of the City adjacent to Lake Houston. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents referenced herein may be obtained from the Authority, c/o Hunton Andrews Kurth, 600 Travis, Suite 4200, Houston, Texas 77002.

SOURCE OF AND SECURITY FOR PAYMENT

General

The Bonds are limited obligations of the Authority payable solely from the sources described herein and are not obligations of the City, the State of Texas, or any entity other than the Authority. The Authority is not obligated to pay principal of and interest on the Bonds from monies of the Authority other than the Pledged Revenues as defined herein under “—Pledge of Revenues.”

General Statutory Requirements for Tax Increment Zones

A tax increment reinvestment zone under Chapter 311 of the Texas Tax Code, as amended (the “*TIF Act*”) may be created by a city or a county, which also approves a project plan and a financing plan for the zone. In the case of a city, the ordinance creating the zone and the project plan and financing plan may provide that the city will deposit its Tax Increments (as defined below) into a tax increment fund established by the city for the zone. Other taxing units which tax property in the zone may agree with the city that they will also deposit a portion of their Tax Increments (as defined below) into the tax increment fund established for the zone.

The amount of a taxing unit’s tax increment for a year is the amount of property taxes levied and assessed by the taxing unit for that year on the Captured Appraised Value (as defined below) within the zone (the “*Tax Increment*”). The captured appraised value of real property taxable by a taxing unit for a year (the “*Captured Appraised Value*”) is the total taxable value of all real property taxable by the taxing unit and located in the tax increment reinvestment zone for that year less the total taxable value of all real property taxable by the unit and located in the reinvestment zone in the year in which the zone was designated as such under the TIF Act and, with respect to any land subsequently added to the zone, the year in which such land was annexed into the zone (the “*Tax Increment Base*”). If the boundaries of a zone are reduced, the Tax Increment Base is reduced by the taxable value of the real property removed from the zone for the year in which the property was originally included in the zone’s boundaries.

The TIF Act provides that each taxing unit is required to pay into the tax increment fund for the zone the collected Tax Increments that it has agreed to pay under its agreement with the city or county that created the zone

* Preliminary, subject to change.

and in accordance with the project plan. The TIF Act provides that the payment is to be made by the 90th day after the later of either the delinquency date for the taxing unit's property taxes, or the date the entity that created the zone submits to the taxing unit an invoice, unless otherwise provided for in the taxing unit's agreement with the city or county that created the zone.

The TIF Act provides that a reinvestment zone terminates on the earlier of: (1) the termination date designated in the ordinance designating the zone or an earlier or later date designated by a subsequent ordinance and (2) the date on which all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full. In addition, the TIF Act provides that a reinvestment zone may be terminated if the entity that created the zone defeases all of the zone's tax increment bonds. See "THE BONDS—Defeasance."

Establishment of the Zone; Participants

Pursuant to City Ordinance No. 97-1587, approved on December 17, 1997 (the "*City Creation Ordinance*"), the City created the Zone and established the tax increment fund for the Zone as a separate fund in the City treasury (the "*Tax Increment Fund*"). The City Creation Ordinance provided that the Zone would take effect on January 1, 1998 and would terminate on December 31, 2027, or at an earlier time designated by subsequent ordinance of the City, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, and the interest on the bonds have been paid in full. By City Ordinance No. 2018-997, approved on December 12, 2018, the City extended the termination date of the Zone from December 31, 2027 to December 31, 2048.

As originally created in 1997, the Zone contained approximately 1,351 acres (the "*Original Zone*"). Several annexations followed: approximately 508 acres in 1999 (the "*1999 Annexed Area*"), approximately 970 acres in 2011 (the "*2011 Annexed Area*"), approximately 496 acres in 2014 (the "*2014 Annexed Area*"), approximately 36 acres in 2018 (the "*2018 Annexed Area*") and approximately 350 acres in 2020 (the "*2020 Annexed Area*" and collectively, the "*Annexed Areas*").

Under the Project and Financing Plan for the Zone approved by the City Council on April 21, 1999 by City Ordinance No. 1999-387 (the "*Original Project and Financing Plan*"), and subsequent amendments thereto, the City contributes 100% of its collected Tax Increments arising from the Zone to the Tax Increment Fund during the term of the Zone.

Pursuant to an Interlocal Agreement between the City, the Zone and Humble Independent School District (the "*School District*") effective August 1, 1999 (the "*Interlocal Agreement*"), the School District agreed to contribute Tax Increments from the Original Zone and the 1999 Annexed Area to the Tax Increment Fund for a period of 30 years. The School District agreed to contribute 100% of its tax rate in the Original Zone and \$0.86 of its tax rate in the 1999 Annexed Area. The School District's Tax Increments were divided between non-educational facilities project costs, which were transferred to the Zone, and educational facilities project costs, which were returned to the School District. For the first 10 years of the term of the Interlocal Agreement, the School District contributed Tax Increments derived from a \$0.2083 tax rate to non-educational facilities project costs and the remaining Tax Increments to educational facilities project costs. For the final 20 years of the term of the Interlocal Agreement, the School District contributes Tax Increments derived from its full tax rate in the Original Zone and \$0.86 of its tax rate in the 1999 Annexed Area to educational facilities project costs, and all its Tax Increments are returned to the School District for such use. No moneys from the School District are transferred to the Authority or available to pay principal of or interest on the Bonds.

Development of the Zone: Encumbered and Unencumbered Property

The Original Project and Financing Plan and subsequent amendments provided that certain Public Improvements would be constructed and financed by private developers in connection with their development of parcels of undeveloped property within the Zone and that such developers would be paid for such Public Improvements through either the issuance of City or Authority notes and bonds or through annual payments of the Authority Tax Increments (as defined herein) generated by the property they developed (the "*Encumbered Property*" or the "*Encumbered Part of the Zone*").

The Encumbered Property in the Zone currently consists of approximately 1,545 acres, most of which is developed. Approximately 386 acres of the Zone are dedicated solely to public use (the “*Public Use Property*”). The portion of the Zone not constituting Encumbered Property or Public Use Property (the “*Unencumbered Property*” or the “*Unencumbered Part of the Zone*”) currently consists of approximately 2,116 developed and undeveloped acres. Once a developer is paid in full for the Public Improvements it constructed or is no longer eligible to receive payment, the Encumbered Property loses its encumbrance and becomes Unencumbered Property; however, at this time no reduction in the Encumbered Property in the Zone is imminent.

Tri-Party Agreement

The Agreement among the City, the Zone and the Authority, approved by the City Council on January 22, 2014 pursuant to Ordinance No. 2014-50 (the “*Tri-Party Agreement*”), governs the contractual relationship among the parties.

The Tri-Party Agreement states the scope of services that may be provided to the Zone by the Authority. The services include management and administrative services for the Zone, as requested by the board of directors of the Zone (the “*Zone Board*”), services with respect to the Project and Financing Plan, including enlargement of the Zone and amendments to the Project and Financing Plan, and services with respect to the tax rolls pertaining to the Zone, including analysis and coordination with taxing units. The Authority may also assist the Zone Board in establishing a program to increase the level of safety within the Zone, prepare development plans, construct infrastructure and acquire property.

The Tri-Party Agreement provides that the Authority has the power to issue its bonds and notes, to enter into obligations with developers or builders, and to enter into contracts with consultants, to be repaid from Authority Tax Increments; provided that the Authority may issue its bonds only upon the approval of the City Council. Prior to issuing its bonds or notes, the Authority must consult with the Chief Development Officer to determine the most cost effective means to issue debt. If the City determines that it can issue debt at a lower cost and has the capacity to do so, the City may issue bonds, notes or other obligations and pay the proceeds to the Authority, in which the City will retain Authority Tax Increments in the amount necessary to pay debt service, plus fees and expenses on the City issued bonds, notes or other obligations. The Tri-Party Agreement approves issuance by the Authority of notes in an amount not to exceed \$1,000,000.

All development agreements with developers or builders must be approved by the Chief Development Officer of the City. Such agreements will provide that the Authority will not reimburse any developer or builder for any costs that are determined to be ineligible for financing under the TIF Act, and the developer or builder will repay the Authority for any payment made by the Authority to the developer or builder that is determined to be ineligible. All consultant contracts are subject to approval of the Chief Development Officer, who is required to approve such contracts if they conform to the terms and conditions of City contracts of substantially the same or similar scope for similar services. Consultant contractors will provide that the Authority will not pay the consultant for services that are determined to be an ineligible Project Cost under the TIF Act and the consultant will repay the Authority for any payment to the consultant that is determined to be an ineligible Project Cost. The Tri-Party Agreement states that no contractual obligation of the Authority will be issued or incurred by the Authority that cannot be paid from funds budgeted for expenditures in the Authority’s current budget unless the obligation is approved by the Zone Board and the Chief Development Officer.

The Zone Board and the Chief Development Officer must consent to the assignment and pledge of the Authority’s Revenue Fund and approve the terms and conditions of the instruments assigning or pledging the proceeds to be received by the Authority. The Authority must obtain the prior approval of the director of the appropriate City department for any project constructed or caused to be constructed by or on behalf of the Authority. The Authority agreed to assume the terms of any contracts that the Zone or City had previously entered into to pay for construction projects or agreements with developers/builders in the Zone.

During the term of the Tri-Party Agreement, the Authority will prepare and submit its annual budget to the City and the Zone Board by April 1 of each year. The Authority may only transfer funds from one line item of approved Project Costs to another (1) as needed for debt service, and (2) provided that the aggregate of such transfer does not exceed the lesser of \$400,000 or five percent of the Project Costs. Any changes in excess of the foregoing must be approved by the Zone Board and the City Council. In the event that the Zone Board or the City Council fails

or refuses to approve the proposed budget for the ensuing year, the Authority may continue to operate on the budget for the previous fiscal year for a period not to exceed twelve months. If, at the end of that period no budget has been approved, either the City or the Authority may terminate the Tri-Party Agreement, subject to payment of the Authority's bonds, notes and other obligations. The Authority's Fiscal Year 2021 budget has been approved by the Zone Board and the City Council.

The Authority is required to maintain books of records and accounts, obtain an audit at the end of each fiscal year by an independent certified public accountant, and obtain an audit of construction activities at the end of each fiscal year prepared by an independent consultant approved by the Chief Development Officer. The Authority will submit a quarterly accounting of its expenditures and revenues to the Chief Development Officer of the City.

Pursuant to the Tri-Party Agreement, the City and the Zone agree to continuously collect the Tax Increments during the term of the Tri-Party Agreement, and to the extent legally permitted to do so, they agree that they will not permit a reduction in the Tax Increments paid by the City, except to the extent provided in the Tri-Party Agreement.

Pursuant to the Tri-Party Agreement, the City, on behalf of itself and the Zone, agrees to pay to the Authority not later than the first business day of September in which a current, approved budget is in effect for the Authority, all monies then available in the Tax Increment Fund subject to the retention by the City of (i) a reserve of up to five percent of the monies then available in the Tax Increment Fund, (ii) funds required to be paid to the School District for education facility project costs, and (iii) amounts due the City under any contract with the Authority or assumed by the Authority; provided, however, the City and the Zone are never required to pay to the Authority in any fiscal year an amount that exceeds its approved budget for the fiscal year. The City has the right to offset from these payments any amount paid by the Authority to a developer, builder, consultant or vendor pursuant to a contract that is not authorized by and consistent with the Tri-Party Agreement or the terms of the contract pursuant to which it was incurred. Nonetheless, this offset does not affect the obligation of the City and the Zone to pay from Tax Increments an amount that will permit the Authority to pay its bonds and other obligations issued or incurred pursuant to and consistent with the Tri-Party Agreement.

If a budget has not been approved by the thirtieth day before the date of a principal or interest payment on the Authority's bonds, and upon request by the Authority, the City will pay to the Authority the amount of available monies in the Tax Increment Fund otherwise payable to the Authority under the Tri-Party Agreement in at least the amount necessary for the payment of principal and interest due to the holders of the bonds next due, and the obligation to make the payment survives a termination of the Tri-Party Agreement.

The City and the Zone agree that their obligation to make the payments of Authority Tax Increments as set forth in the Tri-Party Agreement from the Tax Increment Fund is absolute and unconditional, and until such time as the bonds or notes, and the contractual obligations of the Authority have been fully paid or legally defeased or the date of expiration of the Zone, whichever comes first, the City and the Zone will not suspend or discontinue any payments of Authority Tax Increments as provided in the Tri-Party Agreement and will not terminate the Tri-Party Agreement for any cause.

If the City or Authority fails to perform its obligations under the Tri-Party Agreement, the non-defaulting party may terminate the Tri-Party Agreement after notice and an opportunity to cure. No termination of the Tri-Party Agreement will affect the obligation of the City and the Zone to pay from Tax Increments an amount of Authority Tax Increments which will permit the Authority to pay its bonds, notes or obligations issued or incurred pursuant to the Tri-Party Agreement prior to termination. In the Tri-Party Agreement, the City agrees not to dissolve the Authority or the Zone unless it makes satisfactory arrangements to provide for the payment of the Authority's bonds, notes or other obligations incurred prior to the Authority's dissolution.

In performing its obligations under the Tri-Party Agreement, the Authority is an independent contractor. The Authority is required to indemnify the City, the Zone, and their officers and employees for all claims for injury, death, damage or loss injuries sustained in connection with or incidental to any performance under the Tri-Party Agreement. The obligations of the Authority to indemnify the City and the Zone are subordinate to the Authority's obligation to pay principal and interest on its bonds and notes.

Calculation of Tax Increments

The Harris County Appraisal District and the Montgomery Central Appraisal District (each the “*Appraisal District*,” as applicable) appraises the property in the Zone located within its jurisdiction for the City. The certified appraised value in the Zone is supplied to the City by the Appraisal District based on the Appraisal District’s identification of all real property accounts within the Zone’s boundaries. The certified appraised taxable value in the Zone takes into account state property tax exemptions and the property tax exemptions granted by the City. The City uses the appraisal information to determine the Captured Appraised Value in the Zone by subtracting the Tax Increment Base from the current year’s taxable value.

The Appraisal District may issue a “correction roll” which may affect previously certified values. Value changes can be positive or negative depending on the cause. Omitted property adds value while protest settlements, exemptions and error corrections can add or subtract value. Value changes typically are larger in dollar amount and number in the years just following the current tax year and tend to diminish in amount and number over time. These changes affect the Captured Appraised Value for a tax year.

The City’s determination of Captured Appraised Value for tax years 2015 through 2020 is shown under “FINANCIAL INFORMATION—Schedule 6: Tax Increment Collections on the Unencumbered Property.”

Calculation of Tax Increments is subject to administrative interpretation by the City, which may change from time to time, at its option. See “INVESTMENT CONSIDERATIONS—Recalculation of Prior Years’ Tax Increments.”

Collection of Tax Increments

Each taxing unit participating in a tax increment reinvestment zone is to pay into the Tax Increment Fund Tax Increments equal to the amount arrived at by multiplying the Captured Appraised Value in the zone by the taxing unit’s contributed tax rate per \$100 of valuation for the tax year and then multiplying that product by the taxing unit’s collection percentage, subject to any aggregate limitation. The collection percentage is determined by comparing the taxes collected from all taxable real property in the zone to the total taxes due to the taxing unit for the tax year from all real property in the zone. The City’s collection percentage is shown in “FINANCIAL INFORMATION—Schedule 6: Tax Increment Collections on the Unencumbered Property.”

The TIF Act provides that payment of Tax Increments by a participating taxing unit is to be made by the 90th day after the later of either the delinquency date for the taxing unit’s property taxes, or the date the city or county that created the zone submits to the taxing unit an invoice specifying the tax increment produced by the taxing unit and the amount the taxing unit is required to pay into the tax increment fund for the zone, unless otherwise specified by agreement.

Pursuant to the Tri-Party Agreement, the City and the Zone agree to continuously collect the Tax Increments during the term of the Tri-Party Agreement, and to the extent legally permitted to do so, they agree that they will not permit a reduction in the Tax Increments paid by a taxing unit, except to the extent provided in the Tri-Party Agreement or other agreement with a taxing unit.

The obligations of the City and the Zone to pay Authority Tax Increments to the Authority are subject to the Tri-Party Agreement and the rights of any of the holders of bonds, notes or other obligations that have been or are hereafter issued by the City or any other taxing unit that may participate in the Zone that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City or other taxing unit, as applicable. See “INVESTMENT CONSIDERATIONS—Risk of Higher Priority Debt.”

Authority Tax Increments Defined

The TIF Act requires that all Tax Increments arising from taxation in the Zone be deposited to the Tax Increment Fund for the Zone in the City’s treasury. Pursuant to the Tri-Party Agreement, not later than the first business day of September in which a current, approved budget is in effect for the Authority, the City will pay to the Authority all monies then available in the Tax Increment Fund not subject to retention by the City, as described below.

The City nets from the Tax Increments derived from City taxes any expenses incurred by the City in connection with the collection of the Tax Increments and retains (i) a reserve of up to five percent of the monies then available in the Tax Increment Fund, (ii) funds required to be paid to the School District for education facility project costs, and (iii) amounts due the City under any contract with the Authority or assumed by the Authority (the Tax Increments net of such deductions and reserves referred to herein as the “*Authority Tax Increments*”).

Developer Related Tax Increments

The Authority has entered into development agreements with numerous developers in the Zone (each a “*Development Agreement*”). Each Development Agreement provides that the developer will construct Public Improvements in connection with development of the property it owns in the Zone and will be entitled to be reimbursed for such Public Improvements over time through an annual payment of the Authority Tax Increments generated from the Encumbered Property it developed, subject to compliance with the terms of the Development Agreement. The Authority Tax Increments required to make these reimbursements are referred to herein as the “*Developer Related Tax Increments*.” See “FINANCIAL INFORMATION—Additional Obligations of the Authority.”

Contingent Liabilities

The Authority has two contingent liabilities in the approximate amount of \$5,380,000 payable from Authority Tax Increments. The Authority plans to include such contingent liabilities in its annual budget each year and to maintain cash reserves or obtain a liquidity facility sufficient to pay such contingent liabilities if and when required so that Pledged Tax Increments are not used.

The first contingent liability arises from the Public Improvement Development Agreement dated as of February 1, 1999 among the City, the Zone and Friendswood Development Company, Ltd. (the “*Original FDC Development Agreement*”) and specifically a Third Amendment thereto dated April 25, 2008 (the “*Third Amendment*”), as interpreted in a Public Improvement Agreement dated April 4, 2017 among the Authority, the Zone and Friendswood Development Company, L.L.C. (the “*Subsequent FDC Development Agreement*”). The Authority has assumed the obligations of the City and Zone under the Original FDC Development Agreement, which terminates in accordance with its terms in February 2029.

In the Third Amendment, Friendswood Development Company Ltd. (“*FDC*”) agreed that the Authority could use the Authority Tax Increments generated from the property FDC developed in the Original Zone for other Zone projects, provided that FDC would have a first claim to Authority Tax Increments the City transfers to the Authority annually from the Unencumbered Part of the Original Zone should it be entitled to reimbursement for construction of Public Improvements in the Original Zone. The maximum amount of the reimbursement is \$3,500,000 (the “*Reserved Amount*”), payable in whole or in part in any year through the term of the Original FDC Development Agreement (2029).

Under the Original FDC Development Agreement, FDC is required to provide the Authority annually with an accounting of all public improvements it has constructed and which have not been reimbursed and an estimate of all other costs of public improvements FDC expects to incur to complete acquisition, construction and installation of the public improvements for development of its property in the Original Zone. Since the Third Amendment was entered into in 2008, FDC has not provided such an accounting under the Original FDC Development Agreement and FDC has not sought reimbursement from the Reserved Amount.

The second contingent liability arises from the Subsequent FDC Development Agreement. The parties dispute whether the Authority owes FDC interest on advances made by FDC for certain “off-site” Public Improvements described in the Subsequent FDC Agreement. The amount at issue is approximately \$1,880,000. Pursuant to the terms of the Subsequent FDC Development Agreement, if the disputed interest is determined to be due and owing, it is payable from Authority Tax Increments generated from the Unencumbered Part of the Original Zone which are being pledged to payment of the Bonds. FDC’s claim against the Authority for interest is unsecured. The Authority is not aware of any further developments related to this matter.

See “FINANCIAL INFORMATION—Additional Obligations of the Authority” and “INVESTMENT CONSIDERATIONS—Contingent Liabilities.”

Pledged Revenues

Pursuant to the Bond Resolution and the Indenture, the Authority has agreed to transfer all the Authority Tax Increments other than the Developer Related Tax Increments to the Trustee, subject to the Reserved Amount (the “*Pledged Tax Increments*”). The Trustee will deposit such amounts into an Indenture fund which constitutes the Authority’s “Revenue Fund.” Once debt service on the Contract Revenue Bonds for the succeeding twelve-month period has been deposited, the Debt Service Reserve Fund has been fully funded, and the Trustee’s and Paying Agent/Registrar’s fees have been paid, the Trustee will transfer any surplus Pledged Tax Increments into its Surplus Fund to be used for other lawful purposes under the TIF Act. See “THE INDENTURE OF TRUST – The Funds.”

The Authority has pledged to the payment of principal of and interest on the Contract Revenue Bonds the “Pledged Revenues,” which are defined in the Indenture and the Bond Resolution as all of the Authority’s right, title and interest in and to the following described properties and interests, direct or indirect, whether now owned or hereafter acquired, subject to the Reserved Amount:

- (a) the Pledged Tax Increments;
- (b) all of the Authority’s right, title and interest in the Tri-Party Agreement that pertains to the Authority Tax Increments;
- (c) all monies deposited or required to be deposited in the Pledged Revenue Fund, the Debt Service Fund (as hereinafter defined), and the Debt Service Reserve Fund (as hereinafter defined) held by the Trustee pursuant to the provisions of the Indenture and all interest earnings and investment income therefrom; and
- (d) any and all property of every kind and nature (including without limitation, cash, obligations or securities) which may from time to time hereafter be conveyed, assigned, hypothecated, endorsed, pledged, mortgaged, granted, or delivered to or deposited with, the Trustee as additional security under the Indenture by the Authority, or anyone on behalf of the Authority, or which pursuant to any of the provisions may come into the possession or control of the Trustee as security thereunder, or of a receiver lawfully appointed thereunder, all of which property the Trustee is authorized to receive, hold and apply according to the terms thereof.

As required by the Tri-Party Agreement, the Chief Development Officer of the City and the Zone Board will approve, consent and acknowledge the assignment and pledge of the Pledged Revenues and the terms of the Bond Resolution and the Indenture.

Debt Service Reserve Fund for the Contract Revenue Bonds

The Debt Service Reserve Fund is created by the Indenture and held by the Trustee. The Debt Service Reserve Fund is required to be funded in the amount of the “Reserve Requirement,” which is equal to the Maximum Annual Debt Service on the Contract Revenue Bonds, provided that the Reserve Requirement shall not exceed 10% of the stated principal amount of the Contract Revenue Bonds or any series of Contract Revenue Bonds or 10% of the issue price of the Contract Revenue Bonds or any Series of Contract Revenue Bonds if such bonds are issued with more than a de minimus amount of original issue discount. See “THE INDENTURE OF TRUST—The Funds.”

The Authority expressly reserves the right at any time to satisfy all or part of the Reserve Requirement by obtaining for the benefit of the Debt Service Reserve Fund one or more Reserve Fund Surety Policies. A “Reserve Fund Surety Policy” is defined as an insurance policy or other credit agreement as such term is defined by Section 1371.001, Texas Government Code, in a principal amount equal to the portion of the Reserve Requirement to be satisfied and issued by a financial institution or insurance company with a rating (at the time of purchase thereof) for its long term unsecured debt or claims paying ability of at least “A” or its equivalent (without regard to any modifier) by a nationally recognized statistical rating organization. The premium for any Reserve Fund Surety Policy may be paid from Bond proceeds or other funds of the Authority lawfully available for such purpose.

The Reserve Fund Surety Policy will be drawn upon to pay principal of or interest on the Bonds when insufficient funds are available for such purpose in the Debt Service Fund (as defined herein). In such event, the Debt Service Reserve Fund is to be replenished as described in “THE INDENTURE OF TRUST—The Funds.” All amounts deposited in or required to be deposited in the Debt Service Reserve Fund after a drawing on the Reserve Fund Surety Policy may be used to pay obligations incurred to the provider of the Reserve Fund Surety Policy, including amounts advanced thereunder, interest on such advances and related costs and expenses and may not be available to pay principal of or interest on the Bonds. See “Investment Considerations—Reliance on Debt Service Reserve Fund and Use of Reserve Fund Surety Policy.”

In the event the Authority elects to substitute at any time a Reserve Fund Surety Policy for any funded amounts in the Debt Service Reserve Fund, it may apply any Bond proceeds thereby released, to the greatest extent permitted by law, to any purposes for which the Bonds were issued and any other funds thereby released to any purposes for which such funds may lawfully be used.

Additional Parity Bonds

The Authority has reserved the right to issue additional parity Contract Revenue Bonds (the “*Additional Parity Bonds*”) on the terms set out in the Indenture and the Bond Resolution. Prior to issuing Additional Parity Bonds, the following conditions must be met:

- (a) the Additional Parity Bonds shall mature on, and interest is payable on, the principal installment payment dates and interest payment dates, respectively;
- (b) the City has approved issuance of the Additional Parity Bonds on the terms set forth in the Tri-Party Agreement, as the same may be modified from time to time;
- (c) there shall be on deposit in the Debt Service Reserve Fund, an amount equal to the Reserve Requirement after the issuance of the Additional Parity Bonds;
- (d) the Authority certifies that it is not in material default with the terms of the Indenture, any Bond Resolution or the Tri-Party Agreement; and
- (e) the Authority has received a certificate of the Authority’s financial advisor which shows Captured Appraised Value which, at the City’s tax rate then in existence, will generate Authority Tax Increments that will be at least 125 percent of projected Maximum Annual Debt Service, taking into account the Contract Revenue Bonds then outstanding and the Additional Parity Bonds to be issued; provided that this requirement shall not apply to the issuance of any series of Additional Parity Bonds for refunding purposes that will have the result of reducing the Average Annual Debt Service requirements on Contract Revenue Bonds.

The certificate required by paragraph (e) shall be based on a projection of the Captured Appraised Value by the Authority’s financial advisor using either (i) a certificate of each Appraisal District showing certified values, adjusted for exemptions, or (ii) estimated or preliminary values provided by each Appraisal District, adjusted for exemptions and losses due to protests based on historical data based on a three-year average of such reductions.

In the Indenture, the Authority represents that the Pledged Revenues are not in any manner pledged to the payment of any debt or obligation of the Authority other than the Contract Revenue Bonds, subject to the Reserved Amount, and the Authority covenants that it will not in any manner pledge or further encumber the Pledged Revenues unless such pledge or encumbrance is junior and subordinate to the lien and pledge granted under the Indenture to secure the Contract Revenue Bonds. The Indenture requires that subordinate lien obligations provide that they are payable from Pledged Revenues only if and to the extent of moneys that could otherwise be deposited to the Debt Service Reserve Fund (for Reserve Fund Surety Policy obligations) or to the Surplus Fund. See “THE INDENTURE OF TRUST—The Funds.”

PLAN OF FINANCING

Proceeds of the Bonds will be used for the purpose of (1) defeasing and refunding the Refunded Debt; (2) financing Project Costs in accordance with the Project and Financing Plan; (3) satisfying the Reserve Requirement for the Debt Service Reserve Fund; and (4) paying costs of issuance, all under and pursuant to the authority of the TIF Act and all other applicable law.

Major projects included in the Project and Financing Plan and the Authority's current five-year capital improvement plan include Northpark Drive overpass project, Northpark Drive reconstruction, improvements at various intersections in Kingwood, modifications to Kingwood diversion ditch and drainage projects in various locations in Kingwood. See "THE DEVELOPMENT PLAN—Projects."

The Authority currently plans to issue Additional Parity Bonds in 2023 to implement its Capital Improvement Plan, but has no current plans to issue Additional Parity Bonds in the next 12 months.

Refunded Debt

The debt to be refunded with proceeds of the Bonds consists of the Authority's Advance Promissory Note dated June 1, 2020 in the original principal amount of \$22,000,000 issued to BBVA Mortgage Corporation. The principal amount currently outstanding is \$22,000,000 (the "*Refunded Debt*").

Defeasance of Refunded Debt

The Refunded Debt, and the interest due thereon, are to be paid on _____, 2021 (the "*Redemption Date*") from funds to be deposited with BBVA Mortgage Corporation, lender for the Refunded Debt (the "*Lender*"). The Bond Resolution provides that the Authority, the Lender and the Paying Agent/Registrar will enter into a deposit letter agreement (the "*Deposit Letter*"). The Deposit Letter provides that from the proceeds of the sale of the Bonds, along with other monies lawfully available to the Authority, the Authority will direct the Paying Agent/Registrar to pay the Lender the amount necessary to accomplish the discharge and final payment of the Refunded Debt. Such funds will be held by the Lender in a segregated account and used to pay the principal of and interest on the Refunded Debt on the Redemption Date and will not be available to pay principal of and interest on the Bonds. By the deposit of the cash with the Lender pursuant to the Deposit Letter, and the making of irrevocable arrangements for the giving of notice of redemption of the Refunded Debt, the terms of the loan agreement securing payment of the Refunded Debt shall have been satisfied and such Refunded Debt will no longer be considered outstanding except for the payment of the amounts so deposited, and the amounts so deposited will constitute firm banking arrangements under Texas law for the discharge and final payment of the Refunded Debt.

USE AND DISTRIBUTION OF BOND PROCEEDS

The following table sets forth the expected use and distribution of Bond proceeds and is subject to change.

Sources of Funds:

Principal	\$
[Net] Premium/Discount	
Total Sources:	\$

Uses of Funds:

Deposit with Refunded Debt Lender	\$
Deposit to Project Fund	
Deposit to Debt Service Reserve Fund	
Cost of Issuance ⁽¹⁾	
Total Uses:	\$

⁽¹⁾ Represents estimated fees, expenses, underwriting discount and insurance premium, if any, related to the issuance and sale of the Bonds.

INVESTMENT CONSIDERATIONS

For a variety of reasons, including those described below, a decrease or reduction in Tax Increments causing a decrease or reduction in Pledged Revenues may occur. The Bonds are subject to special investment considerations as set forth below.

Limited Obligations

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. THE BONDS ARE NOT OBLIGATIONS OF THE CITY AND DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY. THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS. FURTHERMORE, THE BONDS ARE NOT OBLIGATIONS OF THE STATE OF TEXAS OR ANY ENTITY OTHER THAN THE AUTHORITY. THE AUTHORITY DOES NOT HAVE THE POWER TO LEVY TAXES OR ASSESS FEES TO PAY THE BONDS.

Impact of COVID-19 or Other Infectious Disease Outbreak

The World Health Organization has declared a pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus (the "*Pandemic*"), which is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States in connection with COVID-19. On March 13, 2020, the President of the United States (the "*President*") declared the Pandemic a national emergency and the Texas Governor (the "*Governor*") declared COVID-19 an imminent threat of disaster for all counties in Texas (collectively, the "*disaster declarations*"). On March 25, 2020, in response to a request from the Governor, the President issued a Major Disaster Declaration for the State of Texas. On March 2, 2021, the Governor issued Executive Order GA-34 whereby he ordered there be no operating limits for any business or other establishment, except in Trauma Service Areas that have had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, in which case the county judge may order COVID-19 mitigating measures not to include requiring the use of face coverings. Pursuant to Executive Order GA-34, such COVID-19 mitigating measures would remain in effect until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less.

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster and issuing executive orders that have the force and effect of law. The Governor has issued a number of executive orders relating to COVID-19 preparedness and mitigation. Many of the federal, state and local actions and policies under the aforementioned disaster declarations are focused on limiting instances where the public can congregate or interact with each other, which affects economic growth within Texas. Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets locally and globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide and within Texas. Stock values and crude oil prices, in the U.S. and globally, have seen significant declines attributed to COVID-19 concerns. Texas may be particularly at risk from any global slowdown, given the prevalence of international trade in the state and the risk of contraction in the oil and gas industry and spillover effects into other industries.

Such adverse economic conditions, if they continue, could result in declines in the demand for residential and commercial property in the Houston area and could reduce or negatively affect property values of the Unencumbered Property in the Zone.

The primary security for the Bonds, the Pledged Tax Increments, is derived from ad valorem taxes assessed and collected annually. It is unclear at this time what if any effect the COVID-19 Pandemic and resulting economic disruption may have on future assessed values or the collection of taxes.

The taxable values and collections data contained herein are the latest available but are as of the dates and for the periods described herein, primarily prior to the COVID-19 Pandemic and measures instituted to

slow it. In particular, 2020 taxable values were measured as of January 1, 2020, prior to recognition of the severity of the COVID-19 Pandemic. Accordingly, they are not necessarily indicative of future results. The Authority cannot predict the effect of the COVID-19 Pandemic on 2021 taxable values of the Unencumbered Property in the Zone.

Risks Associated with Energy Industry

Many energy companies are centered in Houston and have manufacturing facilities and offices in the City. Energy is a major driver of the Houston economy. Due to the decline in energy consumption during the COVID-19 Pandemic and surplus supply, the price of oil decreased in 2020. As a result, energy companies reduced capital budgets and closed production. Job losses and industry consolidation have occurred. Because of the importance of the energy industry to the Houston economy, these job losses and industry consolidation are expected to have an adverse effect on the area economy and segments of Houston's real estate market. In the longer term, the energy industry in Houston may be adversely affected by governmental actions taken to reduce the use of fossil fuel and concerns about climate change.

The dual impact of the COVID-19 Pandemic on the economy and the job losses in the energy sector could have a lasting impact on the Houston economy.

Only Unencumbered Property in the Zone Generates Pledged Revenues

The Zone has 2020 Captured Appraised Value totaling approximately \$1,079,341,255; however, only a total of \$646,945,973 in Captured Appraised Value is attributable to the Unencumbered Property. **Only Tax Increments generated from the Captured Appraised Value of the Unencumbered Property in the Zone will produce Pledged Revenues. The remainder of the Captured Appraised Value in the Zone is encumbered to pay the Authority's obligations to various developers. Tax Increments generated by the Encumbered Property will not be available to pay principal and interest on the Bonds and generally, increases or decreases in the taxable value of the Encumbered Property will not affect the Tax Increments available to pay principal of and interest on the Bonds. See "—Impact of Encumbered Property on Pledged Tax Increments" below.**

The Unencumbered Property is located solely within the Original Zone and the 2011 Annexed Area. Those areas also contain Encumbered Property. Certain schedules in this Official Statement may show information on the Original Zone and the 2011 Annexed Area in their entirety due to the unavailability of data which separates the Encumbered Property from the Unencumbered Property. Inclusion of information concerning the Original Zone, the 2011 Annexed Area and the entire Zone in this Official Statement should not be construed to suggest that property other than the Unencumbered Property will produced Pledged Revenues available to pay principal and interest on the Bonds.

Weather Events

The Houston area, including the Zone, is susceptible to high winds, heavy rain and flooding caused by rain events, hurricanes, tropical storms and other tropical disturbances. It may also be affected by severe winter storms.

The City participates in the National Flood Insurance Program administered by the Federal Emergency Management Agency ("FEMA"). Communities participating in the National Flood Insurance Program are required by FEMA to adopt restrictions on development in designated flood-prone areas. In exchange, the National Flood Insurance Program makes federally subsidized flood insurance available to property owners located in the participating communities. FEMA periodically updates and revises its maps designating the areas of the City that are subject to special flood hazards. Properties that are currently located outside of a designated flood-prone area may suffer a reduction in value if they are placed within the boundaries of a special flood hazard area the next time FEMA updates and revises its flood maps.

Not all flood hazards are mapped on the FEMA flood maps, nor is every bayou or creek studied. Flooding can occur from ponding or overland sheet flow when intense rainfall overwhelms the local street drainage system. The mapped floodplain is only an estimate of where flooding is predicted to occur from a bayou or creek, given a set of parameters including a hypothetical rainfall occurring over a watershed for an assumed amount of time. During an

actual rain event, natural conditions can result in greater amounts of rainfall or runoff, resulting in flood levels deeper and wider than shown on the FEMA maps.

The greater Houston area, including the Zone, has experienced several storms exceeding a 0.2% probability (i.e., “500-year flood” events) since 2015, including Hurricane Harvey, which made landfall along the Texas Gulf Coast on August 26, 2017 and brought historic levels of rainfall during the successive four days.

On February 11-19, 2021, the State of Texas experienced a severe winter storm which led to power outages in much of the State, including the Houston area. The power outages caused water pipes to burst and damage to many structures. The President declared a major disaster in Texas, making disaster assistance from the FEMA available to homeowners and businesses which sustained damage. The Authority has no information concerning the extent of structural damage, if any, within the Unencumbered Part of the Zone at this time. There are special taxing procedures for areas declared to be a disaster area which could affect the amount of taxes due and when they are collected. See “TAXING PROCEDURES OF THE CITY—Reappraisal of Property after Disaster” and “—Tax Payment Installments after Disaster.”

If a future weather event significantly damaged all or part of the improvements in the Unencumbered Part of the Zone, its assessed value could be substantially reduced, which could result in a decrease in Pledged Revenues. Further, there can be no assurance that a casualty loss to improvements in the Unencumbered Part of the Zone will be covered by insurance (or that property owners will even carry flood or other casualty insurance), that any insurance company will fulfill its obligations to provide insurance proceeds, or that insurance proceeds will be used to rebuild or repair any damaged improvements within the Unencumbered Part of the Zone. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period in which assessed values on the Unencumbered Property within the Zone could be adversely affected.

The frequency and intensity of weather events in the Houston area could have a material impact on the long-term development of the area’s economy.

Atlas 14

The National Weather Service recently completed a rainfall study known as NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States (“*Atlas 14*”). Floodplain boundaries within the Unencumbered Part of the Zone may be redrawn based on the Atlas 14 study based on a higher statistical rainfall amount, resulting in the application of more stringent floodplain regulations applying to a larger area and potentially leaving less developable property within the Unencumbered Part of the Zone. The application of such regulations could additionally result in higher insurance rates, increased development fees, and stricter building codes for any property located within the expanded boundaries of the floodplain. See “THE DEVELOPMENT PLAN—Projects.”

Recent Flood Plain and Development Regulations Might Impede New Development

As a direct result of Hurricane Harvey, the City adopted new rules and amended existing regulations in order to reduce the potential impact of new development on drainage and to mitigate flooding risks. The new and amended City regulations took effect on September 1, 2018.

The City floodplain regulations govern construction projects in the corporate jurisdiction of the City of Houston and include regulations governing the elevation of structures in the 100-year and 500-year floodplains and the elevation of residential additions greater than one-third of the footprint of the existing structure and non-residential additions. Additionally, the City regulations require an improved structure with a new market value which exceeds 50% of the market value of the structure prior to the start of improvements to meet the new and amended City regulations.

These regulations are expected to increase the costs of new developments in the City and could deter the development of new improvements in the Unencumbered Part of the Zone.

Flooding in the Unencumbered Part of the Zone

Hurricane Harvey inundated much of the Kingwood area after Lake Houston and the San Jacinto River overflowed and deposited flood waters into thousands of homes and businesses. Numerous homes in the Original Zone constituting Unencumbered Property suffered damage. The taxable value in the Original Zone went from a taxable value of \$459,708,813 for tax year 2017 (valued at January 1, 2017) to \$423,101,901 for tax year 2018, for a decline of \$36,606,912. Taxable value in the Original Zone increased to \$448,141,083 for tax year 2019 and to \$453,838,691 for tax year 2020. The highest taxable value in the Original Area was \$468,788,193 in tax year 2016. For more information, see “FINANCIAL INFORMATION: Schedule 6: Tax Increment Collections on the Unencumbered Property.” Taxable value of the Unencumbered Property in the Original Zone and in the 2011 Annexed Area determines the Authority Tax Increments available to pay principal and interest on the Bonds.

Since Hurricane Harvey, several measures have been taken to mitigate future flood impacts. At the behest of state and local officials, the Army Corps of Engineers has dredged portions of the San Jacinto River and has committed to dredge a mouthbar in the San Jacinto River impacting Kingwood. FEMA granted the City \$47.1 million in August 2019 to build larger spillway gates on Lake Houston. Design of the project is underway. Construction is expected to take 24 months. The gates will allow the City to pre-release excess water from Lake Houston. Additionally, there is now better coordination between the City and San Jacinto River Authority (the “*River Authority*”) regarding the River Authority’s release of water from Lake Conroe which flows to Lake Houston. The River Authority is widely viewed as having exacerbated flooding in Kingwood in Hurricane Harvey due to its release of water from Lake Conroe.

No assurance can be given that the foregoing measures or any other flood control programs will be successful at preventing future flooding of the Unencumbered Part of the Zone, especially Unencumbered Property in close proximity to Lake Houston.

Future Taxable Values of the Unencumbered Property in the Zone May Decline

Each year Harris County Appraisal District and Montgomery Central Appraisal District determine the then current market value of all real property and improvements within the Zone which are within its jurisdiction. This information is used to determine the taxable value of the property. The market value of commercial and residential development is affected by the demand for such commercial establishments and housing. Demand is affected by many factors, such as interest rates, credit availability, construction costs, energy availability, mobility and the general economic conditions and demographic characteristics of the U.S. and the specific economic conditions and demographic characteristics of the Houston metropolitan area.

The difference between the base value and the current taxable value of the Unencumbered Part of the Zone determines the Captured Appraised Value which will generate Pledged Tax Increments. **Captured Appraised Value is derived from the taxable value of real property and improvements, not from any increase in the appraised value of personal property (such as equipment and inventory).**

Each Appraisal District may use cost data, cost comparisons and/or an analysis of the income being produced by an apartment project, office building or retail establishment to determine its taxable value. Residential or commercial buildings that are not occupied or are only partially occupied may be appraised at a lower value than occupied facilities. Under certain circumstances, residential real property inventory held by a person in the trade or business will be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Reduced taxable values of the improvements in the Unencumbered Part of the Zone will affect Captured Appraised Value used to determine the Pledged Tax Increments available to pay principal of and interest on the Contract Revenue Bonds. Reduced taxable values of the improvements in the Encumbered Part of the Zone will affect Captured Appraised Value used to determine the Developer Related Tax Increments to be paid to the developers.

The appraisal method or combination of methods that each Appraisal District uses within the Zone is within the discretion of the Chief Appraiser of the Appraisal District and may change from time to time. The use of a particular method or combination of methods of appraisal with respect to property in the Unencumbered Part of the Zone may, over time, cause a decrease in the Captured Appraised Value in the Unencumbered Part of the Zone and, therefore, result in a reduction in the Pledged Tax Increments.

Property owners have the right to protest the appraised value of their property in the Unencumbered Part of the Zone annually and are not required to render their property for ad valorem taxation at any agreed upon level, unless required by a development agreement with the Authority. Owners of Unencumbered Property in the Zone may sell their properties to entities which do not pay ad valorem taxes on their property or convert their property to a use which is exempt from ad valorem taxes. See “—Risks Related to For-Profit Hospital” in this section. Property owners have the right to seek tax abatements. Property values may also be adversely affected by natural or other disasters resulting in the destruction of the Unencumbered Property in the Zone. See “—Weather Events” and “Flooding in the Unencumbered Part of the Zone” in this section. The appraised value of the property and improvements will be determined and certified by each Appraisal District in accordance with the procedures described above and in “TAXING PROCEDURES OF THE CITY” and may be at a value lower than projected.

Recalculation of Prior Years’ Tax Increments

Overpayments of Authority Tax Increments from prior years may be offset against the current year’s Authority Tax Increments and may result in a significant reduction. The City makes adjustments in the amount of Authority Tax Increments owed for the prior four years before transferring the current year’s Authority Tax Increments to the Authority.

Overpayments occur when taxpayers are successful in reducing the value of their properties and consequently their taxes in administrative or judicial proceedings which were pending when the Authority Tax Increments were paid to the Authority but have subsequently been decided. Overpayments can also occur when property has been erroneously included within the Zone and a correction is made.

The Authority cannot recapture Authority Tax Increment overpayments—Authority Tax Increments not used for debt service in a particular year flow to the Surplus Fund and are available for other purposes.

A Decrease in Taxable Value Produces a Greater Decrease in Captured Appraised Value and Can Reduce Tax Increments Significantly

A percentage decrease in taxable values results in a larger percentage decrease in the Captured Appraised Value (which subtracts the base year value). For instance, if a tax increment reinvestment zone had a taxable value of \$100 and a Captured Appraised Value of \$75, then a reduction in taxable value to \$95 would be a 5% decrease in taxable values and a 6.6% decrease in Captured Appraised Value. See the “Ratio of 2020 Unencumbered Captured Appraised Value to Total Unencumbered Appraised Value in the Zone” in “OFFICIAL STATEMENT SUMMARY-Schedule 1: Selected Financial Information on the Unencumbered Property in the Zone (unaudited).” Pledged Tax Increments are derived from Captured Appraised Value and so will show the same percentage reduction as the Captured Appraised Value (6.6% in the example).

Tax and Collection Rates May Decline

The amount of Authority Tax Increments available to pay principal of and interest on the Bonds is determined by the taxable value of the real property and improvements on the Unencumbered Property in the Zone, the tax rate of the City, and the percentage of taxes actually collected from taxpayers owning Unencumbered Property in the Zone and paid into the Tax Increment Fund.

The City is not required under Texas law or any contract to set a tax rate sufficient to assure any certain dollar amount of Authority Tax Increments; rather, Texas law and the Tri-Party Agreement only require the City to contribute the Tax Increments actually collected by it and only to the extent provided in the Tri-Party Agreement and the Project and Financing Plan. The City will set its tax rate in accordance with the Texas Property Tax Code (the “*Property Tax Code*”), which, as of January 1, 2020, requires an election to increase the tax rate above the voter-approval tax rate, as calculated pursuant to state law. See “TAXING PROCEDURES OF THE CITY--State Law Limitations on Setting the Annual Tax Rate.”

The City’s tax rate may be further limited by provisions added to its home rule charter (the “*City Charter*”). In 2014, the City tax rate was limited for the first time by a revenue cap added to the City Charter in 2004. See “TAXING PROCEDURES OF THE CITY—City Charter Limitations.” The cap has required the City to lower its tax rate in 2014, 2015, 2016, 2017, 2019 and 2020. The 2017 tax rate of \$0.584210 per \$100 valuation was more than

5 cents lower than the 2013 rate and the lowest since 1987. Under the revenue cap formula, the tax rate for 2018 rose slightly from 2017, but decreased in 2019 and 2020.

The City's tax rate for the 2020 tax year was \$0.561840 per \$100 valuation (more than a 2-cent reduction from the 2018 tax rate). See "FINANCIAL INFORMATION—Schedule 6: Tax Increment Collections on the Unencumbered Property" for tax rates from 2015 through 2020. If the tax rate of the City declines, the amount of Pledged Revenues available to pay debt service on the Bonds may decrease.

If the percentage of taxes collected by the City on the Unencumbered Property in the Zone declines, the amount of Pledged Revenues available to pay debt service on the Bonds may decrease. Historical tax collection rates may not accurately predict future tax collection rates.

The collection of, and accounting for, Tax Increments involve extensive administration and are subject to error. Moreover, detailed procedures for calculation and collection of Tax Increments are not set forth in the TIF Act and are implemented at the discretion of each taxing unit participating in a tax increment reinvestment zone.

Concentration of Risk

Approximately 35.42% of the 2020 taxable value of the Unencumbered Property in the Zone was derived from property owned by the top ten taxpayers. See "STATUS OF DEVELOPMENT—Schedule 3: Principal Taxpayers Owning Unencumbered Property in the Zone." A significant reduction in the value of these properties could adversely affect the amount of Pledged Tax Increments available for payment of debt service on the Bonds. See "—Risks Related to For Profit Hospital" below.

Risks Related to For Profit Hospital

The largest owner of Unencumbered Property in the Zone is HCA Houston Healthcare Kingwood, a full service 419-bed acute care hospital operated by HCA Healthcare, Inc., a for profit health care services company operating 185 hospitals in 20 states and England. Previously, the hospital located at the Kingwood facility now operated by HCA was operated by a non-profit hospital system. Should HCA Healthcare, Inc. sell the Kingwood hospital to a non-profit entity, the property would become tax-exempt, adversely affecting the Pledged Tax Increments.

Health care providers such as HCA Houston Healthcare Kingwood can be significantly affected by a variety of risk factors. The following are examples of such risks: risks related to governmental regulation and other legal matters, changes in government health care programs which may adversely affect revenues, additional tax liabilities, state efforts to regulate the construction or expansion of health care facilities, competition for staff, expensive new technology, a cybersecurity incident, competition for patients, a deterioration in the collectability of uninsured and patient due accounts, a decline in the volume of patients with private health insurance or inability to retain and negotiate favorable contracts with private third-party payers, changes to physician utilization practices and treatment methodologies, third-party payer controls designed to reduce inpatient services or surgical procedures, the industry trend toward value-based purchasing, and risks related to ownership of common stock.

In its 2020 annual report, HCA Healthcare, Inc. also stated that it is highly leveraged, increasing its vulnerability to downturns or adverse changes in general economic, industry or competitive conditions and adverse changes in government regulations. It further stated that it might not be able to generate sufficient cash to service all of its indebtedness.

Many health care providers have been adversely affected by the COVID-19 Pandemic, which has caused increased costs, altered operations, increased liability, restrictions on elective procedures, travel bans and other restrictions that have reduced the volume of procedures performed at the facility, as well as the volume of emergency room and physician office visits unrelated to COVID-19. Lower income production and occupancy at the Kingwood hospital may result in it being appraised at a lower taxable value than prior to the Pandemic.

Limitations on Tax Collections and Foreclosure Remedies

The Authority's ability to make debt service payments on the Bonds may be adversely affected by the City's inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by a taxing unit constitutes a lien on the property against which taxes are levied and such lien may be enforced by foreclosure. Foreclosure must be effected through a judicial proceeding. The City's ability to collect ad valorem taxes through such foreclosure may be impaired by cumbersome, time-consuming and expensive collection procedures or economic and market conditions affecting the marketability of taxable property within the Unencumbered Part of the Zone and limiting the proceeds from a foreclosure sale of such property. Moreover, the proceeds of any sale of property within the Unencumbered Part of the Zone available to pay debt service on the Bonds may be limited by the current aggregate tax rate being levied against the property and by other factors, including the taxpayers' right to redeem property within two years of foreclosure for residential homestead and agricultural use property and within six months of foreclosure for other property. Finally, any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer owning Unencumbered Property within the Zone pursuant to the United States Bankruptcy Code (the "*Bankruptcy Code*") could stay any attempt by the City to collect delinquent ad valorem taxes assessed against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years, and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. The Authority has no control over the collection of property taxes by the City.

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("*FIRREA*") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("*FDIC*") when the FDIC is acting as the conservator or receiver of an insolvent financial institution. Under *FIRREA* real property held by the FDIC is still subject to ad valorem taxation, but such act states (1) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (2) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real or personal property tax when due and (3) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed. These provisions may affect the timeliness of collection of taxes on property which may be owned in the future by the FDIC in the Zone and may prevent the collection of penalties and interest on such taxes.

Growth Limited by Air Quality Issues

Air quality control measures required by the United States Environmental Protection Agency (the "*EPA*") and the Texas Commission on Environmental Quality ("*TCEQ*") may curtail new industrial, commercial and residential development in Houston and adjacent areas. Under the Clean Air Act Amendments of 1990, the eight county Houston-Galveston-Brazoria Area ("*HGB Area*") was designated by the EPA as a non-attainment area under the EPA's ozone standards, and the EPA and the TCEQ have imposed limitations on sources of air emissions and require any new source of significant air emissions to provide for a net reduction of air emissions. If the HGB Area fails to demonstrate progress in reducing ozone concentrations or fails to meet EPA's standards, EPA may impose a moratorium on the awarding of federal highway construction grants and other federal grants for certain public works construction projects, and may impose severe emissions offset requirements on new major sources of hydrocarbon emissions for which construction has not already commenced.

In order to demonstrate progress toward attainment of the EPA's ozone standards, the TCEQ has established a state implementation plan ("*SIP*") for the HGB Area setting emission control requirements, some of which regulate the inspection and use of automobiles. These SIP requirements can negatively impact business due to the additional permitting/regulatory constraints that accompany the designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow the HGB Area to reach attainment with the ozone standards by the EPA's attainment deadlines. These additional controls could make the Houston area a less attractive location to businesses in comparison to other areas of the country that do not impose similarly stringent air emissions controls.

Risk of Issuance of Additional Parity Bonds

The Authority has reserved the right to issue Additional Parity Bonds which are secured by the Pledged Revenues on an equal basis with the then-outstanding Contract Revenue Bonds. The issuance of Additional Parity Bonds, may adversely affect the investment security of the outstanding Contract Revenue Bonds. For a description of the circumstances under which Additional Parity Bonds may be issued and the Authority's issuance plans, see "SOURCE OF AND SECURITY FOR PAYMENT—Additional Parity Bonds" and "PLAN OF FINANCING."

Impact of Encumbered Property on Pledged Tax Increments

Generally, any increase in the taxable value of existing Encumbered Property in the Zone would increase Developer Related Tax Increments and have no impact on Pledged Tax Increments, and any decrease in the taxable value of existing Encumbered Property in the Zone would decrease Developer Related Tax Increments and have no impact on Pledged Tax Increments. There are some exceptions: if taxable value for an existing Encumbered Property grew sufficiently to generate Developer Related Tax Increments sufficient to pay the developer in full, then the property would become unencumbered; and if taxable value for an existing Encumbered Property within the Original Zone or the 2011 Annexed Area decreased to below its base value, Captured Appraised Value in the Original Zone or the 2011 Annexed Area, respectively, could decrease and adversely affect the Pledged Tax Increments. A large reduction in current year Tax Increments due to an overpayment of Tax Increments in a prior year attributable to Encumbered Property could also adversely affect the Pledged Tax Increments. See "FINANCIAL INFORMATION—Schedule 5: Captured Appraised Value Committed to Developers" for more information on the Encumbered Property.

Risk of Contingent Liabilities and Other Obligations of the Authority

The Authority has contingent liabilities of approximately \$5,380,000 which could reduce the Pledged Revenues available to pay principal and interest on the Bonds if the Authority failed to pay such contingent liabilities from other funds, if and when required to do so. The Authority plans to include the contingent liabilities in its budget each year and to maintain funds or obtain a liquidity facility sufficient to pay such contingent liabilities, if and when due; however, there can be no assurance that the City will approve the Authority's annual budget containing the contingent liabilities or that the Authority is able to retain such amounts in its general funds or obtain a liquidity facility.

Pursuant to the Original FDC Development Agreement, the Reserved Amount of \$3,500,000 is a "first claim" to Authority Tax Increments from the Unencumbered Property in the Original Zone. FDC's claim could be determined to be superior to the right of the owners of the Bonds for such funds.

The Authority has numerous Development Agreements with developers. Any dispute concerning amounts due to such developers could result in legal costs and other expenses which could reduce the Authority's general reserves and liquidity.

Risk of Higher Priority Debt

The obligation of the City to pay Tax Increments into the Tax Increment Fund is subject to the rights of any of the holders of bonds, notes or other obligations that have been or are hereafter issued by the City that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City. If taxable values in the City decline so that it cannot pay its outstanding tax-supported indebtedness without use of Tax Increments, there may be insufficient remaining Tax Increments to pay the Bonds. The City Charter provides that, in preparing the City's budget, provision shall first be made for the payment of debt service on the City's outstanding tax obligations, with the remaining revenues to be apportioned among the City's respective departments. In future fiscal years, the amount of the tax levy allocated to debt service on the City's tax bonds may need to be increased, reducing the amount allocable for transfer to the Tax Increment Fund and the delivery of essential governmental services if there is no corresponding increase in the overall tax levy or other revenues.

Limited Remedies After Default

Remedies in the event of a default by the Authority in one or more of its obligations under the Bonds, the Bond Resolution or the Indenture are limited. Although the Indenture provides that the Trustee may obtain a writ of mandamus requiring performance of such obligations, such remedy may prove time-consuming, costly and difficult to enforce. Neither the Bond Resolution nor the Indenture provides for acceleration of maturity of the Bonds, or provides for the foreclosure of any property or assets other than applying the Pledged Revenues to payment of the Bonds in the manner provided in the Indenture. See “—Risk of Bankruptcy” below.

Risk of Bankruptcy

Under the Bankruptcy Code as interpreted by court cases, it is likely (but not certain) that the Authority would fall within the Bankruptcy Code’s definition of a “governmental unit.” A “governmental unit” may not be placed into bankruptcy involuntarily and may not file a petition for relief under either Chapter 7 or Chapter 11 of the Bankruptcy Code.

The Bankruptcy Code also provides that the only type of “governmental unit” that can voluntarily file for bankruptcy is a “municipality” (as defined in the Bankruptcy Code) and then only if it is authorized to do so by its state law or by an officer of the state authorized to grant such authority. Under the Bankruptcy Code and current case law interpreting it, it is doubtful that the Authority is a “municipality” and if it were, there is no specific authorization under Texas law for local government corporations such as the Authority to file for bankruptcy.

If the Authority were to be placed into bankruptcy or successfully file for bankruptcy, the security for the Bonds, including the lien on the Pledged Revenues, could be adversely affected. The opinion of Bond Counsel will note that all opinions relative to enforceability of the Bond Resolution, the Indenture and the Bonds are qualified with respect to the customary rights of debtors relative to their creditors, including rights afforded to debtors under the Bankruptcy Code.

Dependence on Contract Payments

In order for owners of the Bonds to receive principal of and interest as due, the City must perform its obligations under the Tri-Party Agreement, which include transferring the Authority Tax Increments to the Authority on the schedule set forth in the Tri-Party Agreement. Transfer of funds to the Authority cannot occur unless such funds are appropriated to the Authority by action of the City Council of the City. Bondholders have no right to enforce the City’s obligation to pay Authority Tax Increments to the Authority directly or to seek monetary damages against the City. If the Authority or the Trustee were to seek to enforce the City’s obligations under the Tri-Party Agreement, they could be limited or prohibited if the City filed for bankruptcy under the Bankruptcy Code or similar state laws.

Failure to Generate Sufficient Tax Increments Prior to Termination of Zone

The Zone was created by the City Council of the City on December 17, 1997, and currently is scheduled to terminate on December 31, 2048. If Pledged Tax Increments collected prior to termination of the Zone have been insufficient to pay principal of and interest on the Bonds when due, no additional Tax Increments are required to be collected, and no remedies are available to the Bondholders to recover amounts remaining unpaid but with respect to which Pledged Tax Increments have been insufficient.

The TIF Act permits the City Council of the City to shorten or lengthen the term of the Zone. In the Tri-Party Agreement, the City has agreed not to terminate the Zone unless it makes satisfactory arrangements to provide for payment of the Authority’s outstanding bonds, notes and obligations to developers and builders in the Zone.

Risk of Failure to Comply with Certain Covenants

Failure of the Authority to comply with certain covenants contained in the Bond Resolution and the Indenture on a continuing basis prior to the maturity of the Bonds could result in interest on the Bonds becoming taxable retroactive to the date of original issuance. See “TAX MATTERS.”

Changes in Law

Current law may change so as to directly or indirectly reduce Tax Increments available to the Authority or eliminate the benefit to local governments of participating in tax increment reinvestment zones. The Texas Legislature meets biennially in odd numbered years and frequently makes changes to the TIF Act and the Property Tax Code. (The 87th Regular Legislative Session convened on January 12, 2021, and will conclude on May 31, 2021.) The Governor may call special sessions. Changes to the Property Tax Code can also affect the valuation of Unencumbered Property in the Zone. The Authority has no control over these changes.

Limited Marketability of the Bonds

The Authority has no understanding with the Underwriters regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price may be greater than the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are more generally bought, sold or traded in the secondary market.

Bond Insurance Risk Factors

The Authority has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on the Bonds. The Authority has yet to determine whether an insurance policy will be purchased with the Bonds. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bonds shall have a claim under the applicable Bond Insurance Policy (the “*Policy*”) for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the Authority which is recovered by the Authority from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy; however, such payments will be made by the provider of the bond insurance policy (the “*Bond Insurer*”) at such time and in such amounts as would have been due absent such prepayment by the Authority unless the Bond Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Bond Insurer without appropriate consent. The Bond Insurer may direct and must consent to any remedies and the Bond Insurer’s consent may be required in connection with amendments to any applicable bond documents.

In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The long-term ratings on the Bonds are dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer’s financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Bond Insurer and of the ratings on the Bonds insured by the Bond Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See description of “MUNICIPAL BOND RATING” herein.

The obligations of the Bond Insurer are contractual obligations and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the Authority nor the Underwriters have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Authority to pay principal and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment. See “MUNICIPAL BOND INSURANCE AND RESERVE FUND SURETY POLICY” herein for further information provided by the Bond Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Bond Insurer.

Reliance on Debt Service Reserve Fund and Use of Reserve Fund Surety Policy

The Authority has applied for a Reserve Fund Surety Policy from the Bond Insurer in lieu of making a cash deposit to the Debt Service Reserve Fund created by the Indenture in connection with the issuance of the Bonds. The Debt Service Reserve Fund is for the benefit of the Contract Revenue Bonds on an equal and ratable basis.

A “Reserve Fund Surety Policy” is defined as an insurance policy or other credit agreement as such term is defined by Section 1371.001, Texas Government Code, in a principal amount equal to the portion of the Reserve Requirement to be satisfied and issued by a financial institution or insurance company with a rating (at the time of purchase thereof) for its long term unsecured debt or claims paying ability of at least “A” or its equivalent (without regard to any modifier) by a nationally recognized statistical rating organization.

The financial strength and claims paying ability of the Bond Insurer providing the Reserve Fund Surety Policy are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of such a Bond Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. There is no obligation on the part of the Authority to replenish the Debt Service Reserve Fund if the ratings of the Bond Insurer are downgraded or the Bond Insurer becomes insolvent or bankrupt.

The obligations of the Bond Insurer providing the Reserve Fund Surety Policy are contractual obligations and in an event of default by the provider, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

The Debt Service Reserve Fund is to be utilized when there are insufficient funds in the Debt Service Fund to pay principal and interest coming due on the Contract Revenue Bonds. However, the amount of the Debt Service Reserve Fund is limited to the Reserve Requirement and may not be sufficient to pay debt service on the Contract Revenue Bonds, depending upon the amount, duration and frequency of the shortage in Pledged Tax Increments. The Bond Insurer may require that cash in the Debt Service Reserve Fund be used prior to the Reserve Fund Surety Policy. If the Reserve Fund Surety Policy is utilized, the Authority is required to repay the Bond Insurer, along with costs and accrued interest. The Authority may not have sufficient Pledged Tax Increments to repay the Bond Insurer. In such event the Bond Insurer may be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect the owners of any Additional Parity Bonds.

In the event the Authority elects to substitute at any time a Reserve Fund Surety Policy for any funded amounts in the Debt Service Reserve Fund for the Contract Revenue Bonds, it may apply any bond proceeds thereby released, to the greatest extent permitted by law, to any purposes for which that series of Contract Revenue Bonds were issued and any other funds thereby released to any purposes for which such funds may lawfully be used.

THE BONDS

Description

The Bonds will be issued in the aggregate principal amount and will mature on the dates and in the amounts, and will bear interest at the rates per annum set forth on the inside cover of this Official Statement. Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months and will accrue from the Delivery Date. Interest on the Bonds is payable on each March 1 and September 1, commencing March 1, 2022 until the earlier of maturity or redemption. The Bonds are issued in fully registered form, in denominations of \$5,000 or any integral multiple of \$5,000.

Book-Entry Only System

The information in this section concerning DTC, Cede & Co. and the book-entry system has been furnished by DTC for use in disclosure documents such as this Official Statement. The Authority and the Underwriters believe such information to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy or completeness thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each stated maturity of the Bonds, each in the aggregate principal amount of such stated maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a rating of "AA+" from S&P Global Ratings ("*S&P*"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of the Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and the Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners

may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer of the Bonds as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the issuer or paying agent of the Bonds, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not DTC nor its nominee, the paying agent or the issuer of the Bonds, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the issuer or paying agent of the Bonds, disbursement of such payments to Direct Participants will be the responsibility to DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct Participants and the Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the issuer or the paying agent of the Bonds. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates will be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In the event of such discontinuance, certificates will be printed and delivered.

Method of Payment of Principal and Interest

In the Bond Resolution, the Board has appointed Regions Bank, an Alabama banking corporation, as the initial Paying Agent/Registrar for the Bonds (together with any successors, the "*Paying Agent/Registrar*"). The principal of the Bonds will be payable to the registered owners of the Bonds (the "*Registered Owners*"), initially Cede & Co., without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of the Bonds as they respectively become due and payable, at the designated corporate trust office of the Paying Agent/Registrar. In the event the book-entry-only system is discontinued, interest on each Bond will be payable by check payable on each Interest Payment Date, mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Registered Owner of record as of the close of business on the February 15 or August 15 immediately preceding each Interest Payment Date (each a "*Record Date*"), to the address of such Registered Owner as shown on the Paying Agent/Registrar's records (the "*Register*") or by such other customary banking arrangements as may be agreed upon by the Paying Agent/Registrar and the Registered Owners at the risk and expense of the Registered Owners.

If the date for payment of principal of or interest on any Bond is not a business day, then the date for such paying will be the next succeeding business day, as defined in the Bond Resolution. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar is required to establish a new record date for the payment of such interest (a "*Special Record Date*") when funds to make such payment are received from or on behalf of the Authority. Such Special Record Date is required to be fifteen days prior to the date fixed for payment of such past due interest.

Redemption Provisions

Optional Redemption: The Authority reserves the right, at its option, to redeem the Bonds maturing on or after September 1, _____ prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000 on September 1, _____, or any date thereafter, at a price of par value plus accrued interest on the principal amount of the Bonds called for redemption to the date fixed for redemption. If less than all of the Bonds are redeemed at any time, the maturities of the Bonds to be redeemed will be selected by the Authority.

Mandatory Redemption: The Term Bonds maturing on September 1 in the years _____ and _____ will be mandatorily redeemed by the Authority prior to their scheduled maturity dates on the dates and in the principal amounts set forth below, at a redemption price of par plus accrued interest to the date of redemption:

\$_____ Term Bond Maturing September 1, _____		\$_____ Term Bond Maturing September 1, _____	
<u>Mandatory Redemption</u>		<u>Mandatory Redemption</u>	
<u>Dates (9/1)</u>	<u>Principal Amounts</u>	<u>Dates (9/1)</u>	<u>Principal Amounts</u>

The principal amount of each Term Bond required to be redeemed on any redemption date pursuant to the mandatory sinking fund redemption schedule relating to such Term Bond will be reduced by the principal amount of such Term Bond which, at least 45 days prior to the mandatory sinking fund redemption date (i) has been acquired by the Authority at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation, or (ii) has been redeemed pursuant to optional redemption and not previously credited to a mandatory sinking fund redemption.

General Redemption Provisions: During any period in which ownership of the Bonds is in book-entry-only form, if fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds of such maturity to be redeemed will be selected in accordance with the arrangements between the Authority and DTC; provided, that if any Bond is selected for redemption in part, it shall not be redeemed in an amount that would result, upon exchange, in a Bond in a denomination less than \$5,000.

Notice of Redemption

Notice of redemption will be given by the Paying Agent/Registrar not less than 30 days prior to the date of redemption by United States mail, first class, postage prepaid, to the Registered Owners of Bonds called for redemption at the address on the Register maintained by the Paying Agent/Registrar. Notice having been given in the manner and under the conditions provided in the Bond Resolution and monies for the payment of the redemption price being held by the Paying Agent/Registrar, the Bonds designated for redemption described in the notice will be due and payable at the redemption price specified in the notice and interest thereon will cease to accrue on such Bonds, and such Bonds will cease to be entitled to any lien, benefit or security under the Bond Resolution and shall not be deemed to be outstanding thereunder. The owners of such Bonds will have no right in respect thereof except to receive payment of the redemption price thereof.

Registration and Transfer

So long as any Bonds remain outstanding, the Paying Agent/Registrar will keep the Register at its designated corporate trust office, and subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution.

In the event the book-entry-only system is discontinued, each Bond will be transferable only upon the presentation and surrender of such Bond at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar has been directed by the Authority to authenticate and deliver in exchange

therefor, within three business days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing interest at the same rate as the Bond or Bonds so presented.

In the event the book-entry-only system is discontinued, all Bonds will be exchangeable upon presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar is authorized to authenticate and deliver exchange Bonds in accordance with the provisions of the Bond Resolution. Each Bond delivered will be entitled to the benefits and security of the Bond Resolution to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

Neither the Authority nor the Paying Agent/Registrar shall be required to transfer or to exchange any Bond during the period beginning on a Record Date and ending on the next succeeding Interest Payment Date (including any Special Record Date) or to transfer or exchange any Bond called for redemption during the thirty (30) day period prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that such limitation will not apply to the exchange by the Registered Owner of the unredeemed portion of a Bond called for redemption in part.

The Authority or the Paying Agent/Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange will be paid by the Authority.

Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the Authority, the new Paying Agent/Registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any Paying Agent/Registrar selected by the Authority will be a national or state banking institution, doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and which will be subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

Lost, Stolen or Destroyed Bonds

In the event the book-entry-only system is discontinued, upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar will authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall, upon receipt of certain documentation from the Registered Owner and an indemnity bond, execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount bearing a number not contemporaneously outstanding.

Registered Owners of lost, stolen or destroyed Bonds will be required to pay the Authority's cost to replace such Bonds. In addition, the Authority or the Paying Agent/Registrar may require the Registered Owner to pay a sum sufficient to cover any tax or other governmental charge that may be imposed.

Legal Investment and Eligibility to Secure Public Funds in Texas

Pursuant to Chapter 1201, Texas Government Code, the Bonds are legal and authorized investments for banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, fiduciaries and trustees and for the sinking funds of cities, town, villages, school districts and other political subdivisions or public agencies of the State of Texas. The Bonds are not an authorized investment for political subdivisions that are required to comply with the Public Funds Investment Act, Chapter 2256, Texas Government Code. Most political subdivisions in the State of Texas are required to adopt investment guidelines consistent with the Public Funds Investment Act. However, political subdivisions otherwise subject to the Public Funds Investment

Act may have statutory authority to invest in the Bonds independent from the Public Funds Investment Act. The Bonds are eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code, to secure deposits of public funds of the State of Texas, or any political subdivision or public agency of the State of Texas and are lawful and sufficient security for those deposits to the extent of their market value.

The Authority has not reviewed the laws in other states to determine whether the Bonds are legal investments for various institutions in those states or eligible to serve as collateral for public funds in those states. The Authority has made no investigation of any other laws, rules, regulations or investment criteria that might affect the suitability of the Bonds for any of the above purposes or limit the authority of any of the above persons or entities to purchase or invest in the Bonds.

Defeasance

The Authority may defease any or all of the Bonds pursuant to the provisions of the Bond Resolution and discharge its obligations to the Registered Owners in any manner permitted by law.

Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas, with the Paying Agent/Registrar or with any other escrow agent so authorized by law either (i) cash in an amount equal to the principal amount and redemption price, if any, of the Bonds plus interest thereon to the date of maturity or redemption or (ii) pursuant to an escrow or trust agreement, cash and (x) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (y) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Authority adopts or approves the proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (z) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Authority adopts or approves the proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and which mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such Bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the Authority to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the Authority: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

THE INDENTURE OF TRUST

Pursuant to the Indenture, the Authority has assigned all of the Authority's right, title and interest in and to the Pledged Revenues, including the Pledged Tax Increments, to the Trustee for the benefit, on an equal and ratable basis, of the holders of the Contract Revenue Bonds, including the Bonds and any Additional Parity Bonds.

Pursuant to the Indenture, the Trustee is to maintain the Pledged Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, and the Project Fund as trust funds to be held in trust solely for the benefit of the Registered Owners of the Contract Revenue Bonds. The Pledged Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, and the Project Fund are to be invested only in investments authorized by the laws of the State of Texas but must be invested in a manner such that the money required to be expended from any fund will be available at the proper time or times. Amounts deposited into the Debt Service Reserve Fund shall be used to pay interest on and principal of the Contract Revenue Bonds when insufficient funds are available for such purpose in the Debt Service Fund or may be applied toward the payment of principal of or interest on the Contract Revenue Bonds in connection with the refunding or redemption of such Bonds.

The Funds

The Indenture creates the following funds, each of which (except the Surplus Fund) shall be maintained by the Trustee:

- (a) the Pledged Revenue Fund, into which all Pledged Revenues shall be deposited;
- (b) the Debt Service Fund, into which deposits shall be made from the Pledged Revenue Fund as described below, and from which deposits shall be applied to the payment of interest and principal installments on the Contract Revenue Bonds as the same becomes due;
- (c) the Debt Service Reserve Fund, which shall be initially funded from proceeds of each series of Contract Revenue Bonds, or a Reserve Fund Surety Policy, and into which deposits from the Pledged Revenue Fund shall be made to attain the Reserve Requirement, and from which monies shall be applied to the Debt Service Fund if amounts in the Pledged Revenue Fund and Debt Service Fund are insufficient to pay the amounts of principal and interest due on the Contract Revenue Bonds;
- (d) the Project Fund, which will be maintained by the Authority and funded initially from Contract Revenue Bond proceeds and disbursed by the Trustee immediately, free and clear of any lien created by the Indenture, to pay costs of issuance and to deposit with the Authority to pay Project Costs as provided in the applicable Bond Resolution;
- (e) the Rebate Fund, which shall be free and clear of any lien created by the Indenture, and into which certain amounts earned by the Authority on the investment of the “gross proceeds” of the Contract Revenue Bonds (within the meaning of section 148(f)(6)(B) of the Internal Revenue Code of 1986, as amended (the “Code”)) shall be deposited for rebate to the United States federal government, all as provided in the Bond Resolution with respect to each series of Contract Revenue Bonds; and
- (f) the Surplus Fund, into which shall be deposited any amounts remaining in the Pledged Revenue Fund.

Pledged Revenues deposited in the Pledged Revenue Fund shall be applied by the Trustee as follows: (i) to the Debt Service Fund amounts necessary to make the amounts on deposit therein equal to the interest and principal installments due in the next twelve month period; (ii) to the Debt Service Reserve Fund amounts required to attain the Reserve Requirement; (iii) to the payment of fees and expenses of the Trustee and Paying Agent/Registrar; (iv) to the extent required, to the Rebate Fund any amounts required to be deposited therein; and (v) to the Surplus Fund of the Authority established in accordance with the Tri-Party Agreement, for use by the Authority for any lawful purpose. Monies can be transferred from the Pledged Revenue Fund to the Project Fund (instead of the Surplus Fund) at the discretion and written direction of the Authority given at the time moneys are received in the Pledged Revenue Fund, provided that immediately prior to any such transfer, the deposits required by clauses (i), (ii), (iii) and (iv) above have been made or provided for.

Events of Default

The Indenture provides that an Event of Default shall be either of the following occurrences:

- (a) Failure to pay when due the interest and principal installment on any Contract Revenue Bond; or
- (b) Failure to deposit to the Debt Service Fund money sufficient to pay any principal of or interest on any Contract Revenue Bond no later than the date when such becomes due and payable.

Remedies

Upon the occurrence of an Event of Default, the Trustee, subject to the other provisions of the Indenture, may, and at the direction of the Registered Owners of not less than 25% of the aggregate principal amount of the

Contract Revenue Bonds then outstanding, shall proceed to protect and enforce its rights and the rights of the Registered Owners of the Contract Revenue Bonds by suit, action or proceeding at equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in the Indenture, the Contract Revenue Bonds or resolutions authorizing the Contract Revenue Bonds, or in aid of the execution of any power granted in the Indenture or for the enforcement of any of the legal, equitable or other remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or Registered Owners, including, without limitation, requesting a writ of mandamus issued by a court of competent jurisdiction compelling the directors and other officers of the Authority to make such payment (but only from and to the extent of the sources provided in the Indenture and the Tri-Party Agreement) or to observe and perform its other covenants, obligations and agreements in the Indenture or the Tri-Party Agreement. The Indenture provides that the Trustee may seek the appointment of receivers, may act without possession of the Contract Revenue Bonds, subject to provisions in the Indenture, may act as attorney in fact for the Registered Owners of the Contract Revenue Bonds, no remedy is exclusive and that the delay or omission in the exercise of any right or remedy will not constitute a waiver.

The Indenture does not provide for any acceleration of maturity of the Contract Revenue Bonds or provide for the foreclosure upon any property or assets of the Authority or the City, other than applying the Pledged Revenues in the manner provided in the Indenture.

Limitation on Action by Owners

The Indenture imposes certain limitations on Registered Owners to institute suits, actions or proceedings at law or in equity for the appointment of a receiver or other remedy unless and until the Trustee shall have received the written request of the Registered Owners of not less than 25% of the aggregate principal amount of all Contract Revenue Bonds and the Trustee shall have refused or neglected to institute such suit, action or proceeding for a period of 10 days after having been furnished reasonable indemnity. Notwithstanding the foregoing, Registered Owners of more than 50% of the aggregate principal amount of the Contract Revenue Bonds will have the right, by written instrument delivered to the Trustee, to direct to the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture.

Amendments to the Indenture

Without the consent of the Registered Owners, the Authority and the Trustee may from time to time enter into one or more indentures supplemental to the Indenture, which shall form a part of the Indenture, for any one or more of the following purposes:

- (a) to cure any ambiguity, inconsistency or formal defect or omission in the Indenture;
- (b) to grant to or confer upon the Trustee for the benefit of the Registered Owners of the Contract Revenue Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners of the Contract Revenue Bonds or the Trustee or either of them;
- (c) to subject to the lien of the Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement the Indenture or any supplemental indenture in such manner as to provide further assurances that interest on the Contract Revenue Bonds will, to the greatest extent legally possible, be excludable from gross income for federal income tax purposes;
- (e) to obtain bond insurance for the Contract Revenue Bonds, if any;
- (f) to provide for one or more Reserve Fund Surety Policies;
- (g) to permit the assumption of the Authority's obligations thereunder by any entity that may become the legal successor to the Authority; and

- (h) to issue any Contract Revenue Bonds or issue any bonds, notes, or other obligations secured in whole or in part by liens on all or part of the Pledged Revenues that are junior and subordinate to the lien on the Pledged Revenues securing payment of the Contract Revenue Bonds;

provided, however, that no provision in such supplemental indenture is permitted to be inconsistent with the Indenture or to impair in any manner the rights of the Registered Owners of the Contract Revenue Bonds.

Except as provided in the preceding paragraph, any modification, change or amendment of the Indenture may be made only by a supplemental indenture adopted and executed by the Authority and the Trustee with the consent of the Registered Owners of not less than a majority of the aggregate principal amount of the Contract Revenue Bonds then outstanding. However, without the consent of the Registered Owner of each outstanding Contract Revenue Bond, no modification, change or amendment to the Indenture shall:

- (1) extend the time of payment of the principal thereof or interest thereon, or reduce the principal amount thereof or premium, if any, thereon, or the rate of interest thereon, or make the principal thereof or premium, if any, or interest thereon payable in any coin or currency other than that of the United States, or deprive such Registered Owner of the lien of the Indenture on the revenues pledged thereunder; or
- (2) change or amend the Indenture to permit the creation of any lien on the revenues pledged under the Indenture equal or prior to the lien thereof, or reduce the aggregate principal amount of Contract Revenue Bonds.

Resignation of Trustee

The Trustee may at any time resign and be discharged from the trusts created by giving written notice to the Authority and by providing written notice to the Registered Owners of its intended resignation at least sixty (60) days in advance thereof. Such notice will specify the date on which such resignation will take effect and will be sent by first class mail, postage prepaid to each Registered Owner of Contract Revenue Bonds. Resignation by the Trustee will not take effect unless and until a successor to such Trustee shall have been appointed as provided in the Indenture.

Removal of Trustee

The Trustee or any successor Trustee may be removed (a) at any time by the Registered Owners of a majority in aggregate principal amount of the Contract Revenue Bonds then outstanding, (b) by the Authority for cause or upon the sale or other disposition of the Trustee or its trust functions or (c) by the Authority without cause so long as no event of default exists or has existed within the last 90 days, upon payment to the Trustee so removed of all money then due to it under the Indenture and appointment of a successor thereto by the Authority and acceptance thereof by the successor.

Appointment of Successor Trustee

In case the Trustee shall resign, or shall be removed or dissolved, or shall be in the course of dissolution or liquidation, or shall otherwise become incapable of acting, or in case the Trustee shall be taken under control of any public officer or officers or a receiver appointed by a court, a successor may be appointed by the Registered Owners of a majority in principal amount of the Contract Revenue Bonds then Outstanding, by an instrument or concurrent instruments in writing, signed by such Registered Owners or their duly authorized representatives and delivered to the Trustee, with notice thereof given to the Authority; provided, however, that in any of the events above mentioned, the Authority may nevertheless appoint a temporary Trustee to fill such vacancy until a successor shall be appointed by the Registered Owners in the manner above provided, and any such temporary Trustee so appointed by the Authority will immediately and without further act be automatically succeeded by the successor to the Trustee appointed by the Registered Owners. The Authority will provide written notice to the Registered Owners of the appointment of any successor Trustee, whether temporary or permanent, in the manner provided for providing notice of the resignation of the Trustee as described above under “—Resignation of Trustee.” Any successor Trustee or temporary Trustee will be a trust company or bank in good standing located in or incorporated under the laws of the State of Texas duly

authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$100,000,000.

In the event that following the occurrence of any of the events described in the first sentence of the foregoing paragraph, no successor Trustee shall have been appointed by the Registered Owners or the Authority, as provided in the Indenture, and have accepted such appointment, the Registered Owner of any Contract Revenue Bond or the retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice as it shall deem proper, if any, appoint a successor Trustee.

STATUS OF DEVELOPMENT

Conditions at Creation of the Zone

The Original Zone was created in 1997 and consisted of approximately 1,351 acres of substantially undeveloped land in Kingwood. This land, along with the rest of Kingwood, was annexed into the City on December 11, 1996. The Original Zone consisted of tracts of land in the most eastern and southern parts of Kingwood along or near Lake Houston. These tracts were owned by developers, principally FDC.

Development from Inception to Present

The Original Zone has been developed for single family housing in Kingwood Greens, Kings Point, Riverchase, Woodstream, Deer Ridge Estates, Hamblen Road Tracts, and Royal Brook subdivisions. The Deer Ridge Estates and Royal Brook developments consisting of approximately 130 acres in the Original Zone are Encumbered Property. The remainder of the Original Zone is Unencumbered Property because the developer, FDC, has been paid in full for the Public Improvements it constructed pursuant to the Original FDC Development Agreement, subject to the Reserved Amount.

The 1999 Annexed Area consisted of approximately 508 acres, which has been developed for single family housing with some commercial development in Kingwood Lakes South, Riverchase and Woodstream subdivisions. The 1999 Annexed Area remains Encumbered Property.

The 2011 Annexed Area consisted of approximately 970 acres generally located west of U.S. Highway 59 North in Kingwood West. This property has been developed with commercial and multifamily improvements near the highway, with undeveloped acreage remaining further west. A multifamily housing development and HEB grocery store and related retail development have been constructed on approximately 25 acres, which is Encumbered Property. The remainder of the 2011 Annexed Area is Unencumbered Property.

The 2014 Annexed Area consisted of approximately 496 acres. This property consists of two tracts: one has been developed as Main Street Kingwood, a retail development on Kingwood Drive containing an HEB grocery and numerous retail establishments, and the other is currently being developed for single family housing as the subdivision of Royal Brook. The 2014 Annexed Area is Encumbered Property.

The 2018 and 2020 Annexed Areas consist of approximately 386 acres which will be dedicated for public use. The 2018 Annexed Area consists of approximately 36 acres for rights-of-way on Northpark Drive and a City-owned drainage easement. The 2020 Annexed Area is approximately 350 acres, consisting primarily of a drainage channel commonly referred to as Taylor Gully and various tracts of contiguous parcels designated to be developed as the future Woodridge Village Detention Basin and a future City regional wastewater treatment plant.

Schedule 2: Breakdown of 2020 Taxable Values of the Unencumbered Property in the Original Zone and the

2011 Annexed Area by Type

	Taxable Value (a)	
Residential	\$ 412,083,338	50.61%
Multi-Family	133,834,251	16.44%
Vacant Land	22,662,915	2.78%
Agriculture Land	2,720,365	0.33%
Commercial/Industrial	242,904,140	29.83%
	<u>\$ 814,205,009</u>	

(a) This schedule takes the 2020 taxable value of the Original Zone and the 2011 Annexed Area and subtracts the taxable value of the Encumbered Property in those areas to arrive at the 2020 taxable value of the Unencumbered Property in the Zone.

Schedule 3: Principal Taxpayers Owning Unencumbered Property in the Zone

The largest Unencumbered Property taxpayer in the Zone is HCA Houston Healthcare Kingwood, a full service 419-bed acute care hospital operated by HCA Healthcare, Inc., a for profit health care services company operating 185 hospitals in 20 states and England. HCA Healthcare, Inc. is a publicly owned company whose stock is traded on the New York Stock Exchange.

HCA Healthcare, Inc. files annual, quarterly and current reports, proxy statements and other information with the SEC. Its filings are available to the public over the internet at the SEC's website at <http://www.sec.gov>. You may also read and copy any document that HCA Healthcare, Inc. has filed with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information regarding the operation of the Public Reference Room. In addition, HCA Healthcare, Inc. makes available on its web site www.HCAhealthcare.com its annual reports on form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have been electronically filed with the SEC. Unless otherwise specified, information contained on HCA Healthcare, Inc.'s web site, available from HCA Healthcare, Inc.'s web site or on the SEC's web site, is not incorporated into this Official Statement. The Authority has not obtained any representations from HCA Healthcare, Inc. concerning its publicly available filings or undertaken any review thereof and assumes no responsibility for the information contained therein.

The following table represents the principal taxpayers owning Unencumbered Property in the Zone, the taxable assessed value of such taxpayer's property, and such property's assessed value as a percentage of the Unencumbered Property in the Zone's taxable value, using the City's certified values for 2020, 2019, and 2018. The values were compiled by the Authority's tax consultant. The values are subject to change due to a pending tax protests or litigation contesting the values in state district court.

2020	Property Type	Tax Assessed Value	%
Kingwood Medical Plaza LTD	Hospital	\$ 106,500,000	13.08
MDC Kings Landing LP	Multifamily	32,000,000	3.93
SIR Kingwood Villas LLC	Multifamily	30,000,000	3.68
200 Kellington No 3A Partnership	Multifamily	27,500,000	3.38
HCP Kingwood Medical MOB LLC	Hospital	19,300,020	2.37
One Mallard Creek LTD	Multifamily	19,200,000	2.36
Watercrest at Kingwood Phase II LP	Multifamily	15,455,000	1.90
Watercrest at Kingwood LP	Multifamily	15,390,500	1.89
EPC Kingwood Isle LLC	Commercial	14,105,850	1.73
BRB/E Building One LLC	Commercial	8,472,460	1.04
Total		\$ 287,923,830	35.36
Total Unencumbered Certified Taxable Value		\$ 814,205,009	

2019	Property Type	Tax Assessed Value	%
Kingwood Medical Plaza LTD	Hospital	\$ 110,250,000	13.65
MDC Kings Landing LP	Multifamily	32,000,000	3.96
SIR Kingwood Villas LLC	Multifamily	28,350,000	3.51
200 Kellington No 3A Partnership	Multifamily	27,500,000	3.41
One Mallard Creek LTD	Multifamily	19,200,000	2.38
HCP Kingwood Medical MOB LLC	Hospital	18,748,550	2.32
Watercrest at Kingwood Phase II LP	Multifamily	15,219,770	1.88
EPC Kingwood Isle LLC	Commercial	14,109,240	1.75
Watercrest at Kingwood LP	Multifamily	11,856,000	1.47
BRB/E Building One LLC	Commercial	9,153,530	1.13
		\$ 286,387,090	35.47
Total Unencumbered Certified Taxable Value		\$ 807,473,478	

2018	Property Type	Tax Assessed Value	%
Kingwood Medical Plaza LTD	Hospital	\$ 109,500,000	13.40
MDC Kings Landing LP	Multifamily	32,462,960	3.97
SIR Kingwood Villas LLC	Multifamily	29,674,450	3.63
200 Kellington No 3A Partnership	Multifamily	22,400,000	2.74
One Mallard Creek LTD	Multifamily	19,263,240	2.36
FAEC Kingwood Medical LLC	Hospital	17,748,420	2.17
EPC Kingwood Isle LLC	Commercial	14,254,470	1.74
Watercrest at Kingwood LP	Multifamily	11,400,000	1.40
GAHC3 Kingwood TX MOB I, LLC	Commercial	8,657,910	1.06
Methodist Hospital	Hospital	8,274,660	1.01
		\$ 273,636,110	33.50
Total Unencumbered Certified Taxable Value		\$ 816,923,845	

FINANCIAL INFORMATION

Debt Service Requirements on the Contract Revenue Bonds

The following sets forth the estimated debt service requirements on the Bonds, based upon a fiscal year end of June 30.

Fiscal Year	The Bonds*		
	Principal	Interest	Total
2022	-	1,128,853	1,128,853
2023	-	1,587,450	1,587,450
2024	-	1,587,450	1,587,450
2025	1,045,000	1,561,325	2,606,325
2026	1,095,000	1,507,825	2,602,825
2027	1,155,000	1,451,575	2,606,575
2028	1,215,000	1,392,325	2,607,325
2029	1,275,000	1,330,075	2,605,075
2030	1,340,000	1,264,700	2,604,700
2031	1,410,000	1,195,950	2,605,950
2032	1,480,000	1,123,700	2,603,700
2033	1,555,000	1,047,825	2,602,825
2034	1,635,000	968,075	2,603,075
2035	1,720,000	884,200	2,604,200
2036	1,790,000	814,350	2,604,350
2037	1,845,000	759,825	2,604,825
2038	1,900,000	703,650	2,603,650
2039	1,960,000	645,750	2,605,750
2040	2,020,000	586,050	2,606,050
2041	2,080,000	524,550	2,604,550
2042	2,145,000	461,175	2,606,175
2043	2,210,000	395,850	2,605,850
2044	2,275,000	328,575	2,603,575
2045	2,345,000	259,275	2,604,275
2046	2,415,000	187,875	2,602,875
2047	2,490,000	114,300	2,604,300
2048	2,565,000	38,475	2,603,475
Total	<u>\$ 42,965,000</u>	<u>\$ 23,851,028</u>	<u>\$ 66,816,028</u>

Average Annual Debt Service (2022-2048)	\$ 2,429,275 *
Maximum Annual Debt Service (2028)	\$ 2,607,325 *

*Preliminary, subject to change.

Authority to Issue Bonds and Notes

On February 17, 2021 by City Council Ordinance No. 2021-113, the City Council authorized the Authority to issue bonds and notes in an aggregate principal amount not to exceed \$90,000,000 outstanding at any one time, which are secured by Authority Tax Increments. The City could authorize the Authority to issue additional bonds and notes in the future. As principal is paid, the Authority's unused authorization will increase in an amount equal to the amount of principal paid.

Schedule 4: Authorized and Unissued Bonds and Notes

Total Authorized Amount of Bonds and Notes the City Council has	
Authorized to be Issued by the Authority	\$ 90,000,000
Less: The Bonds*	42,965,000
Unused Authorization	<u>\$ 47,035,000</u>

* Preliminary, subject to change.

Additional Obligations of the Authority

The Authority has entered into 11 Development Agreements with developers in the Zone. Each Development Agreement provides for the developer to construct and finance Public Improvements in connection with its development of a tract of property in the Zone in consideration for the Authority agreeing to reimburse the developer for the cost of the Public Improvements on the terms set forth in each Development Agreement. Most of the Development Agreements provide for the Authority to issue bonds and use the proceeds to reimburse the developer or pay the developer annually the amount of Authority Tax Increments generated by the property it developed. Most of the Development Agreements also provide for the developer to be paid interest on the reimbursements until paid.

Schedule 5: Captured Appraised Value Committed to Developers

The following schedule shows the developers in the Zone which are owed reimbursements for Public Improvements they have constructed, where their tracts are located, the Captured Appraised Value of their tracts, and the remaining unencumbered Captured Appraised Value in the Original Zone and each Annexed Area:

	Original Area	1999 Annexed Area	2011 Annexed Area	2014 Annexed Area	Total
Holley	\$ 4,472,710				\$ 4,472,710
Friendswood Royal Brook	32,344,497			\$ 70,995,151	103,339,648
Stratus Kingwood			\$ 26,771,443		26,771,443
Amvest		\$ 51,135,433			51,135,433
Classic Contractors of Houston		34,504,328			34,504,328
Riverchase 1&2		57,083,365			57,083,365
Riverpoint Village		13,495,164			13,495,164
Four Star Barrington		83,313,261			83,313,261
Mainstreet Kingwood				51,987,736	51,987,736
Total Encumbered	\$ 36,817,207	\$ 239,531,551	\$ 26,771,443	\$ 122,982,887	\$ 426,103,088
Captured Appraised Value					
Total Captured Appraised Value	\$ 446,117,391	\$ 239,531,551	\$ 265,822,935	\$ 122,982,887	\$ 1,074,454,764
Total Unencumbered					
Captured Appraised Value	\$ 409,300,184	-	\$ 239,051,492	-	\$ 648,351,676

A total of three Development Agreements pertain to Unencumbered Property or affect the Authority Tax Increments from the Unencumbered Property. They are summarized below:

Kingwood West Development Agreement. The City and the Zone entered into a Public Improvement District with Kellington Investments Limited, Biltmore Limited, CET Limited, and Kech 1 Limited (collectively, the “Owner”) effective December 26, 2012 (the “Kingwood West Development Agreement”). The Authority has assumed the obligations of the City and the Zone under the Kingwood West Development Agreement.

Pursuant to the Kingwood West Development Agreement, the Owner is authorized to construct Public Improvements on its property in Kingwood West. The Public Improvements generally consist of water, sewer, and drainage facilities and paving costs to serve tracts slated for commercial development in Kingwood West between Highway U.S. 59 North and Sorters Road. The Kingwood West Development Agreement also provides for the Owner to sell a 2.5 acre site to the City for a public safety facility.

In consideration for the construction of the Public Improvements by the Owner, the Authority agrees to reimburse the Owner for all costs of the Public Improvements from the Tax Increment attributable to the Owner’s property through (1) the issuance of bonds and notes payable from the Tax Increments attributable to the Owner’s property or (2) direct payment of the Tax Increments. Costs of the Public Improvements includes interest on the funds advanced to construct the Public Improvements through the date of reimbursement at an annual rate of four percent not to exceed five years.

The City and the Zone are required to deposit to the Property Account the Tax Increments attributable to the Owner’s property and to use money in the Property Account to pay the administrative expenses of the Zone and to pay unreimbursed Costs of Public Improvements to the Owner. The Tax Increments attributable to Owner’s property cannot be used for any other purpose until the Owner is fully reimbursed.

The Authority may terminate the Kingwood West Development Agreement if the Owner has not commenced construction of one or more of the Public Improvements described in the Kingwood West Development Agreement within five years of the effective date of the agreement. Because the Owner has not commenced construction of one or more of the Public Improvements described in the Kingwood West Development Agreement within five years of the effective date of the Kingwood West Development Agreement, the Authority has the right to terminate the agreement; however, to date it has not been considered.

The Owner’s property is considered Unencumbered Property and the Authority intends to pledge the Authority Tax Increments generated from the property to payment of the Bonds.

Original FDC Development Agreement. The Original FDC Development Agreement provided that the Authority would reimburse FDC for the cost of the Public Improvements it constructed on its property in the Original Zone, consisting of approximately 1,122 acres of land to be developed as Woodstream Village, Riverchase Village, Kings Point Village, Areas A and B and Sections 10 and 11 and Kingwood Greens Village Section 4 (the “Original FDC Land”). As stated earlier under “SOURCE OF AND SECURITY FOR THE BONDS—Contingent Liabilities,” the Third Amendment to the Original FDC Development Agreement, as interpreted by the Subsequent FDC Development Agreement, allowed the Authority to use Authority Tax Increments generated from the Original FDC Land for other Zone projects, provided that FDC would have a first claim to Authority Tax Increments the City transfers to the Authority annually from the Unencumbered Part of the Original Zone should it be entitled to reimbursement for construction of Public Improvements in the Original Zone. The maximum amount of the reimbursement is \$3,500,000 (the “Reserved Amount”), payable in whole or in part in any year through the term of the Original FDC Development Agreement, which will terminate by its terms in February, 2029.

Subsequent FDC Development Agreement. The Subsequent FDC Development Agreement provides for the Authority to reimburse FDC for the cost of the Public Improvements FDC constructs in connection with the development of a subdivision called Royal Brook located in the Original Zone and the 2014 Annexed Area but not on the Original FDC Land. The Subsequent FDC Development Agreement generally provides that the Authority will reimburse FDC for such Public Improvements from the Royal Brook property, which is considered Encumbered Property. However, the Authority agreed to reimburse FDC for certain of those Public Improvements costing a total of \$10,089,344 from Authority Tax Increments generated from the Unencumbered Part of the Original Zone. The Authority has reimbursed FDC \$9,000,000 for these Public Improvements to date and will make a final installment of \$1,089,344 in the fall of 2021. The parties dispute whether the Subsequent FDC Development Agreement requires the Authority to pay interest on the cost of these Public Improvements. SEE “SOURCE OF AND SECURITY FOR THE BONDS—Contingent Liabilities,” and “INVESTMENT CONSIDERATIONS—Contingent Liabilities.” The

amount at issue is approximately \$1,880,000. FDC's claim against the Authority for interest is unsecured. The Authority is not aware of any further developments related to this matter.

Municipal Services Agreement. The Authority, the Zone and the City enter into annual agreements whereby the Authority pays to the City the incremental costs of providing increased municipal services incurred as a result of the development of the land in the Zone (the "*Municipal Services Agreement*"). Payment of the incremental service costs is from the City's Tax Increment and is limited to the available Tax Increment received by the Authority as defined in the agreement and the amount included in the Authority's annual approved budget. If the City's available Tax Increment is not sufficient in any year to pay the amount included in the approved budget, the amount due will accrue without interest. The Municipal Services Agreement renews annually on June 30 upon a vote of the Board. For fiscal year 2021, the City has requested, and the Authority has budgeted for a fee for incremental costs of providing increased municipal services in the amount of \$205,530.

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Schedule 6: Tax Increment Collections on the Unencumbered Property

Tax Year	Base Year Value (a)	Current Year Value (b)	Total Captured		Encumbered Captured Appraised Value(d)	Unencumbered Captured Appraised Value(e)		Increment Tax Rate	Increment Collections (f)	Collection Rate (g)
			Value (c)	Value (c)						
Original	2015	\$ 7,721,300	\$ 445,039,067	\$ 437,317,767	\$ 3,753,522	\$ 433,564,245	\$ 0.60112	\$ 2,606,241	100.0%	
	2016	7,721,300	468,788,193	461,066,893	3,627,848	457,439,045	0.58642	2,682,514	100.0%	
	2017	7,721,300	459,708,813	451,987,513	3,544,994	448,442,519	0.58421	2,618,012	99.9%	
	2018	7,721,300	423,101,901	415,380,601	3,755,700	411,624,901	0.58831	2,420,662	100.0%	
	2019	7,721,300	448,141,083	440,419,783	37,736,415	402,683,368	0.56792	2,283,718	99.9%	
	2020	7,721,300	453,838,691	446,117,391	36,817,207	409,300,184	0.56184	2,260,059	98.3% (h)	
Annexed 2011	2015	\$ 163,408,199	\$ 298,846,085	\$ 135,437,886	\$ -	\$ 135,437,886	\$ 0.60112	\$ 813,825	100.0%	
	2016	163,408,199	321,432,265	158,024,066	-	158,024,066	0.58642	925,219	99.8%	
	2017	163,408,199	308,594,939	145,186,740	-	145,186,740	0.58421	828,370	97.7%	
	2018	163,408,199	402,853,810	239,445,611	-	239,445,611	0.58831	1,379,934	98.0%	
	2019	163,408,199	406,244,049	242,835,850	3,899,073	238,936,777	0.56792	1,338,192	98.6%	
	2020	163,408,199	429,231,134	265,822,935	26,771,443	239,051,492	0.56184	1,308,653	97.4% (h)	
Total	2015	\$ 171,129,499	\$ 743,885,152	\$ 572,755,653	\$ 3,753,522	\$ 569,002,131	\$ 0.60112	\$ 3,420,066	100.0%	
	2016	171,129,499	790,220,458	619,090,959	3,627,848	615,463,111	0.58642	3,607,733	100.0%	
	2017	171,129,499	768,303,752	597,174,253	3,544,994	593,629,259	0.58421	3,446,383	99.4%	
	2018	171,129,499	825,955,711	654,826,212	3,755,700	651,070,512	0.58831	3,800,596	99.2%	
	2019	171,129,499	854,385,132	683,255,633	41,635,488	641,620,145	0.56792	3,621,910	99.4%	
	2020	171,129,499	883,069,825	711,940,326	63,588,650	648,351,676	0.56184	3,568,711	98.0% (h)	

- (a) Base year for the Original Zone is 1997, base year for the 2011 Annexed Area is 2011.
- (b) Current year's values are received from the City's Department of Finance. They are subject to change for a number of years thereafter as corrections in the tax roll are made due to various factors such as omission of property, erroneous inclusion of property, or settlements of taxpayer litigation.
- (c) The Total Captured Appraised Value is the Current Year Value less the Base Year Value. It is used to calculate the Authority Tax Increments generated from the Original Zone and the 2011 Annexed Area. See "SOURCE OF AND SECURITY FOR PAYMENT—General Statutory Requirements for Tax Increment Zones."
- (d) Encumbered Captured Appraised Value is the Captured Appraised Value of the Encumbered Property within the Original Zone and the 2011 Annexed Area. Tax Increments generated from this Captured Appraised Value is reserved for the developers of the Encumbered Property.
- (e) The Unencumbered Captured Appraised Value is the Captured Appraised Value which generates Pledged Tax Increments available to pay principal of and interest on the Contract Revenue Bonds.
- (f) Increment Collections are provided by the City Finance Department. See "SOURCE OF AND SECURITY FOR PAYMENT—Calculation of Tax Increments."
- (g) Collection rates are determined by comparing total collections to the total tax levy; however, both total collections and the total tax levy change over time, so a calculated collection rate may either increase or decrease. The City has been updating the certified value for each tax year and the total collections for each tax year annually in order to calculate the Tax Increments to be transferred to the Authority.
- (h) The projected collection rate has been provided by the City Finance Department and consists of 2020 taxes collected in fiscal year 2021.

Investment Policy

Under Texas law, the Authority is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all Authority funds must be invested in accordance with the following objectives: understanding the suitability of the investment to the Authority's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. The Authority's investments must be made with "judgment and care under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest Authority funds without express written authority from the Board.

Texas statutes include specifications for and limitations applicable to the Authority and its authority to purchase investments as defined in the Public Funds Investment Act. Authorized investments are summarized as follows: (1) obligations of the United States or its agencies and instrumentalities, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) certain collateralized mortgage obligations, (4) other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) certain A rated or higher obligations of states, agencies, counties, cities, and other political subdivisions of any state, (6) bonds insured, assumed or guaranteed by the State of Israel, (7) certain insured or collateralized certificates of deposit, (8) certain fully collateralized repurchase agreements secured by delivery, (9) certain bankers' acceptances with limitations, (10) commercial paper rated A-1 or P-1 or higher and a maturity of 365 days or less, (11) no load money market mutual funds and no-load mutual funds with limitations, (12) certain guaranteed investment contracts, (13) certain qualified governmental investment pools, and (14) a qualified securities lending program.

The Authority maintains an investment strategy that emphasizes, in order of priority, safety, liquidity and return on investment, as embodied in its investment policy (the "Investment Policy"). The Authority does not invest in, among other things, inverse floater, interest-only or principal-only mortgage-backed securities. The Investment Policy provides, among other things, that (i) an investment officer must submit quarterly investment reports to the Board and (ii) the Investment Policy must be reviewed annually by the Board.

THE DEVELOPMENT PLAN

The Zone

The Zone currently consists of approximately 3,711 acres located in the Kingwood community in the northeast part of the City adjacent to Lake Houston.

In accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "*TIF Act*"), the City Council of the City created the Zone on December 17, 1997 by Ordinance No. 97-1587 (the "*City Creation Ordinance*"). The City Creation Ordinance provided that the Zone would take effect on January 1, 1998 and would terminate on December 31, 2027, or at an earlier time designated by subsequent ordinance of the City, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, and the interest on the bonds have been paid in full. By City Ordinance No. 2018-997, approved on December 12, 2018, the City extended the termination date of the Zone from December 31, 2027 to December 31, 2048.

The City Creation Ordinance also formed a board of directors of the Zone (the "*Zone Board*") and established the Tax Increment Fund for the Zone. The Zone Board consists of seven members. Pursuant to the City Creation Ordinance, Positions One through Five were reserved for the City and Positions Six and Seven were reserved for other taxing units levying taxes within the Zone, each of whom could appoint one director. If a taxing unit failed to appoint a director by January 1, 1999, the City was entitled to appoint a director to that position. The City Creation Ordinance provides that the Mayor is authorized to nominate and appoint the directors assigned to the City and any position unfilled on January 1, 1999, subject to the consent and approval of the City Council. Terms are for two years. The

Mayor is authorized to annually nominate and appoint, subject to City Council approval, the member of the Zone Board who will serve as chair. These terms are for one year. The Zone Board is authorized to elect from its members a vice chair and such other officers as it sees fit.

The Original Zone consisted of approximately 1,351 acres. On August 11, 1999, the City Council of the City approved the annexation of the 1999 Annexed Area into the Zone by City Ordinance No. 1999-853. The annexation increased the Zone by approximately 508 acres. On August 24, 2011, the City Council of the City approved the annexation of the 2011 Annexed Area into the Zone by City Ordinance No. 2011-741. The annexation increased the Zone by approximately 970 acres. On April 2, 2014, the City Council of the City approved the annexation of the 2014 Annexed Area into the Zone by City Ordinance No. 2014-254. This annexation increased the Zone by approximately 496 acres. On December 12, 2018, the City Council of the City approved the annexation of the 2018 Annexed Area into the Zone by City Ordinance No. 2018-996. This annexation increased the Zone by approximately 36 acres. Finally, on December 16, 2020, the City Council of the City approved the annexation of the 2020 Annexed Area into the Zone by City Ordinance No. 2020-1082. This annexation increased the Zone by approximately 350 acres.

Under the Project and Financing Plan for the Zone, the City contributes 100% of its collected Tax Increments arising from the Zone to the Tax Increment Fund during the term of the Zone. The School District also contributes its tax collections to the Tax Increment Fund; however, all of its contributions to the Tax Increment Fund are returned to the School District for educational facilities project costs. No moneys from the School District are transferred to the Authority or available to pay principal of or interest on the Bonds.

The Authority

The Authority's creation was authorized by City Resolution No. 92013-62, adopted by the City Council of the City on December 4, 2013. The Authority was created as a local government corporation pursuant to the provisions of Chapter 431, Texas Transportation Code, and Chapter 394, Texas Local Government Code. According to its articles of incorporation, the Authority is organized as a public nonprofit corporation for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the area included in the Zone and neighboring areas, and to promote, develop, encourage, and maintain housing, educational facilities, employment, commerce and economic development in the City. The Authority is further organized to aid, assist and act on behalf of the City and the Zone Board in the implementation of the Project and Financing Plan, in the development of a policy to finance development and redevelopment of residential, educational, commercial, public and park/open space properties in the Lake Houston area, and in the development and implementation of a redevelopment policy for the Lake Houston area, including the acquisition of land for redevelopment purposes.

The articles of incorporation provide that the Authority will be managed by a board of directors consisting of seven persons. Any director may be removed from office at any time, with or without cause, by the City Council. According to the by-laws of the Authority, directors of the Authority will be appointed by position to the Board by the Mayor of the City with the consent and approval of City Council and will be the same persons appointed to the corresponding position of the Zone Board. Appointment of a person to the corresponding position of the Zone Board will constitute appointment of such person to the corresponding position of the Board by the City. Appointment of a person to the corresponding position of the Zone Board by any taxing unit will constitute nomination of such person to the corresponding position of the Board by such taxing unit. The bylaws further provide that the Chairman of the Board will always be appointed by the Mayor of the City.

The Authority's operations are governed by the Tri-Party Agreement. Its operations are funded by proceeds of the Authority Tax Increments paid to the Authority by the City pursuant to the Tri-Party Agreement and as described herein. The Authority has no employees but contracts with third parties to provide administrative, management and special services to the Zone and the Authority.

Project and Financing Plans Prior to 2020

The Original Project and Financing Plan for the Zone (the "*Original Project and Financing Plan*" or the "*Original Plan*") was approved by the City on April 21, 1999 by City Ordinance No. 1999-387. The Original Project and Financing Plan stated that the land in the Zone was substantially undeveloped, and the purpose of the Zone was the design and construction of water, wastewater, and drainage facilities in order to facilitate the development of new

residential and commercial properties in the Zone in the manner committed by the City Council in approving the Kingwood Annexation Service Plan. The Original Project and Financing Plan further stated that the Zone provided a financing tool to pay for infrastructure development costs in a manner that is consistent and competitive with other development outside the boundaries of the City. The Original Project and Financing Plan stated that the developers listed there, primarily FDC, would advance funds on behalf of the Zone for the design and construction of specific public facilities and would be reimbursed by the Tax Increments generated from the developed property.

Numerous amendments to the Original Plan have followed. A First Amendment to the Original Plan was approved by the City on August 11, 1999 by City Ordinance No. 1999-854. This amendment incorporated the 1999 Annexed Area into the Project and Financing Plan, included provisions for street reconstruction and utility system updates on certain major streets in Kingwood, and provided for the participation of the School District in the Zone. A Second Amendment to the Original Plan was approved by the City on April 23, 2008 by City Ordinance No. 2008-337. This Second Amendment added to the Project Costs for the Zone construction of a new joint city/county library and conversion of the former library to a community center. A Third Amendment to the Original Plan was approved by the City on August 24, 2011 by City Ordinance No. 2011-742. The Third Amendment provided for projects in the 2011 Annexed Area, including upgrades and improvements to public utility systems, public roadways and thoroughfares, and public safety facility improvements. A Fourth Amendment to the Original Plan was approved by the City on April 2, 2014 by City Ordinance No. 2014-255. The Fourth Amendment incorporated the 2014 Annexed Area into the Project and Financing Plan and set forth goals for the Zone. A Fifth Amendment to the Original Plan was approved by the City on December 12, 2018 by City Ordinance No. 2018-997.

The Fifth Amendment revised the Original Plan to incorporate the 2018 Annexed Area into the Project and Financing Plan. It also incorporated the extension of the duration of the Zone into the Plan. The Fifth Amendment set out as a fundamental goal of the Project and Financing Plan the design and construction of mobility improvements identified in the Kingwood Area Mobility Study. It noted that priority projects identified in the study included the reconstruction of Northpark Drive and the grade separation on Northpark Drive at Loop 494, which will improve mobility in the Zone, provide an evacuation route during a major storm event and mitigate flooding in the Zone.

The Original Plan and the first five amendments to the Original Plan are referred to herein generally as the “*Prior Plans*.”

Current Project and Financing Plan

The Sixth Amendment to the Original Plan, which is the currently existing Project and Financing Plan, was approved by the City on December 16, 2020 by City Ordinance No. 2020-1083. The Sixth Amendment incorporates the 2020 Annexed Area into the Plan and states that it is designated to be developed into the future Woodridge Village Detention Basin and a future City regional wastewater treatment plant. The Sixth Amendment recaps the Prior Plans and sets forth the development goals for the Zone.

The total costs of the projects in the Project and Financing Plan are stated as \$1,045,582,794, with \$208,221,393 spent to date and \$837,361,401 remaining to be spent.

The goals of the Zone were stated as follows:

Goal 1: Streets and Mobility. Public streets and public utility systems are required to create an environment that will stimulate private investment in retail, commercial and missed-use developments. The reconstruction of key streets and major thoroughfares will enhance the level of service to the area. The construction of sidewalk systems including ADA compliant ramps will improve pedestrian safety, enhance the visual environment and provide connectivity both within the community and to adjacent districts. All improvements will be integrated with street reconstruction projects of the City and other public entities, with a focus on leveraging the Zone monies through funding elements not included in those programs.

Goal 2: Drainage and Detention. Storm water management will be achieved through the repair and replacement of drainage systems and the design and construction of new storm water utility systems, detention basins and other improvements proven to reduce volumes of runoff from drainage areas.

Goal 3: Redevelopment and upgrades to the public green space, pocket parks, regional parks, plazas, squares, and other appropriate recreational facilities including pedestrian bridges or tunnels and hike and bike trails. Public infrastructure, pedestrian bridges or tunnels, regional trail systems, and other enhancements to area parks and other public open green space including sidewalks, lighting, street trees, landscaping, wayfinding signage, benches, street furniture, public art and other pedestrian amenities will attract and support redevelopment and improve quality of life of area neighborhoods and visitors by increasing the attractiveness of the community.

Goal 4: The reinforcement of pedestrian-attractive retail developments along primary and secondary corridors. The fourth goal of the Plan is the creation of pedestrian-friendly, safe environments through upgrades and improvements to streets and sidewalks, with ample lighting and streetscape amenities. Streetscape enhancements are required to create an environment that will help stimulate investment in retail, residential, and commercial developments.

Goal 5: Cultural and Public Facilities. Increasing public and cultural facilities for the Kingwood community has emerged as an important public policy goal since 2008. Providing improved infrastructure, more fire, police, library, and cultural/community centers will lead to improved security and enhance the quality of life for residents, visitors and businesses.

Goal 6: Economic Development Program. The final goal of the Plan is the development and funding of an economic development program, as described below.

Economic Development Program

One of the goals of the Project and Financing Plan is the development and funding of an economic development program to incentivize private enterprise in the Zone and to serve as a catalyst for other business developments where capital improvements to public infrastructure alone is insufficient or inadequate to stimulate private investment and economic development (the “Program”). According to the Project and Financing Plan, the Program would support appropriate operation and maintenance of public infrastructure and facilities, including parks and recreational facilities, to develop and diversify the economy of the Zone, eliminate underemployment in the Zone, and develop or expand transportation, business and commercial activity in the Zone. The Program could also be used to provide funding for business development and retention, business loss mitigation development grants to catalyze investments, and matching grants to provide leverage for other economic development funds such as state enterprise projects, state economic development bank funds, and new market tax credit allocations. The Zone may use any available legal authority to facilitate such development.

The Program could be promulgated by the Zone Board or the City and would be subject to City Council approval, as would any agreement providing incentives to a third party pursuant to the Program.

Land Use Regulations

The TIF Act permits the Zone Board to adopt land use regulations pursuant to the Project and Financing Plan. Before adoption, the regulations must be approved by the Zone Board and the City Council. No land use regulations currently exist or are contemplated.

Projects

The Authority has developed a five year capital improvements program for fiscal years 2021 through 2025 in the total aggregate amount of \$116,538,799, which it plans to fund with proceeds of Contract Revenue Bonds, grants and funds from the City. The following projects are included in the Authority’s five-year capital improvements program. Completion of the projects is subject to the availability of funds, market conditions and other considerations which may necessitate changes to the program.

Northpark Drive Overpass Project. This project involves the reconstruction of Northpark Drive into a six lane divided roadway with an overpass between U.S. Highway 59 North and Russell Palmer Road due to excessive congestion attributable to regular roadway closures at Union Pacific Railroad tracks. In addition to the Authority, the

City is contributing funds to this project. The project is estimated to cost \$47,768,743, of which the Authority's portion is \$32,313,743. Design plans for the project are 90% complete and being reviewed for the Authority, the City, Texas Department of Transportation, and Union Pacific Railroad. The Authority plans to advertise the Northpark Drive Overpass Project for bids in July.

Northpark Drive Reconstruction Project. This project involves reconstruction of Northpark Drive from Russell Palmer Road to Woodland Hills Drive, including elevating the roadway at Bens Branch (Harris County Flood Control District No. G103-33-00) above the 500 year flood elevation, widening the existing roadway to a six lane divided roadway and building a pedestrian underpass at Plum Valley Drive. The purpose of the project is to reduce excessive vehicular congestion and the occurrences of roadway inundation at Bens Branch, which prohibits emergency access to Kingwood residents during high water events.

The Northpark Drive Reconstruction Project is currently being designed, and is estimated to cost \$48,822,492. The Authority plans to use a combination of its funds and federal Transportation Improvement Program funds for this project. The Transportation Improvement Program funds will be awarded to the City by the regional Transportation Policy Council, which awards federal funds to local entities. The Authority's portion of the project is \$14,314,566.

Intersection Improvements. The Authority plans to make intersection improvements at various intersections in Kingwood to increase pedestrian and bicycle safety and reduce congestion. The estimated cost of these projects is \$11,070,277.

Drainage Projects. The Authority plans to modify the Kingwood diversion ditch (Harris County Flood Control District No. G103-38-00) to address frequent and recurring flooding and to undertake additional drainage projects needed in various locations to remove structures from flooding and reduce the impassibility of major thoroughfares during high water events. All improvements will be based on Atlas 14 probabilities of rainfall events occurring in any given year. The estimated costs of these projects is \$9,344,000, of which the Authority's portion is \$5,961,000.

Other Projects. The Authority will undertake the planning and development needed for preparation of a federal Transportation Improvement Program grant to fund an extension of Woodland Hills to provide better access and egress connections to the regional transportation grid and a safer environment for Kingwood residents. The Authority will also maintain a concrete panel and sidewalk replacement program.

TAXING PROCEDURES OF THE CITY

Authority to Levy Taxes

Under Texas law the City is authorized to levy an annual ad valorem tax on all taxable property within its boundaries.

Property Tax Code and County-Wide Appraisal District

The Property Tax Code specifies the taxing procedures of all political subdivisions of the State of Texas, including the City. Provisions of the Property Tax Code are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Harris County Appraisal District has the responsibility for appraising all property within its boundaries, and Montgomery Central Appraisal District has the responsibility for appraising all property within its boundaries. Because the City's corporate boundaries encompass portions of both Harris County and Montgomery County, its property is appraised by each Appraisal District, as applicable. Such appraisal values are subject to review and change by an Appraisal Review Board (the "*Appraisal Review Board*"). The Property Tax Code requires each appraisal district to comply with the Uniform Standards of Professional Appraisal Practice.

Property Subject to Taxation by the City

Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in the political subdivision are subject to taxation by the City. However, the tax revenue generated by the City on any personal property is not included in the Tax Increments. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; certain goods, wares and merchandise in transit; farm products owned by the producer; certain property of charitable organizations, youth development associations, religious organizations, and qualified schools; and most individually owned automobiles.

Historic Tax Exemptions: The City may exempt from taxation part or all of the assessed value of a structure or archeological site and the land necessary for access to and use of the structure or site, if the structure or site is designated as a recorded Texas Historic Landmark or a state archeological landmark by the Texas Historical Commission or is designated as a historically or archeologically significant site in need of tax relief to encourage its preservation.

Exemptions for Community Housing Development Organizations: The Property Tax Code provides that a Community Housing Development Organization (a “CHDO”) is entitled to an exemption from taxation of improved or unimproved real property under certain circumstances. A CHDO which applies for an exemption on or after January 1, 2004, is entitled to exemption from taxation of 50 per cent of the appraised value of improved or unimproved real property it owns if it has, for at least the three preceding years, (i) been exempt from federal taxation under Section 501(c)(3) of the Code, (ii) met certain requirements for a charitable organization as delineated in the Texas Tax Code; and (iii) had as one or more of its purposes to provide low-income housing. In addition, for property to be exempt, the CHDO must own the property for the purpose of constructing or rehabilitating a housing project and renting or selling the property to an individual or family who is below a specified income level, to be adjusted annually by cost of living.

Veteran/First Responder Exemptions: The City must grant certain exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 of assessed valuation depending upon the disability of the veteran, if such rating is less than 100%. A veteran who receives a disability rating of 100% and the surviving spouse of such a veteran is entitled to an exemption for the full amount of the veteran’s or surviving spouse’s residential homestead. A partially disabled veteran or the surviving spouse of a partially disabled veteran is entitled to an exemption from taxation of a percentage of the appraised value of their residential homestead in an amount equal to the partially disabled veteran’s disability rating if the residential homestead was donated by a charitable organization. Also, the surviving spouse of a member of the armed forces or a first responder as defined under Texas law, who was killed in action is, subject to certain conditions, entitled to a total tax exemption on such surviving spouse’s residential homestead. If the surviving spouse changes homesteads, but does not remarry, then the amount of the exemption as of the last year of the first qualifying residential homestead is applicable to subsequent homesteads.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption by a taxing unit may be considered each year, but must be adopted by May 1.

Additional Homestead Exemptions: The City may by its own action exempt residential homesteads of persons sixty-five (65) years or older and of certain disabled persons to the extent deemed advisable by the City Council of the City. Qualifying surviving spouses of persons aged 65 years or older are entitled to receive a resident homestead exemption equal to the exemption received by the deceased spouse. The City may be required to offer such an exemption if a majority of voters approve it at an election. The City would be required to call such an election upon petition by twenty percent (20%) of the number of qualified voters who voted in the preceding election. The

City is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair its obligation to pay tax-supported debt incurred prior to adoption of the exemption.

Tax Freeze: Under Article VIII of the Texas Constitution and state law, the governing body of the City may freeze the total amount of ad valorem taxes levied on the residence homestead of a disabled person or persons 65 years of age or older to the amount of taxes imposed in the year such residence qualified for such exemption. Also, upon receipt of a petition signed by five percent of the registered voters of the City, an election must be held to determine by majority vote whether to establish such a limitation on taxes paid on residence homesteads of persons 65 years of age or who are disabled. Upon providing for such exemption, such freeze on ad valorem taxes is transferrable to a different residence homestead. Also, a surviving spouse of a taxpayer who qualifies for the freeze on ad valorem taxes is entitled to the same exemption so long as the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse and the spouse was at least 55 years of age at the time of the death of the individual's spouse. Once established, the tax rate limitation may not be repealed or rescinded.

Exemptions as Applied to the City: For the 2020 tax year, the City has a 20% local option homestead exemption with a \$5,000 minimum and an exemption for persons 65 years of age or older and disabled persons of \$160,000. A person who is both 65 years of age or older and disabled may not claim both exemptions but instead may choose which exemption he or she wishes to have applied to his or her property.

Abatements: The City is authorized to enter into a tax abatement agreement with an owner of real or personal property in the Zone, if the Zone Board approves the agreement and the City Council of the City approves the agreement. A tax abatement agreement may exempt from ad valorem taxation by the City for a period of up to ten years, all or any part of the increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property.

Valuation of Property for Taxation

Generally, property must be appraised at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the applicable appraisal review board, it is used by each taxing unit in establishing its tax rolls and tax rate. Assessments under the Property Tax Code are generally to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code.

In determining the market value of property, an appraisal district is required to consider the cost method of appraisal, the income method of appraisal, and the market data comparison method of appraisal, and use the method the chief appraiser of the appraisal district considers most appropriate.

If the cost method of appraisal is used to determine the market value of the property, the appraisal district is required to (i) use cost data from generally accepted sources; (ii) make appropriate adjustments for physical, functional, or economic obsolescence; (iii) make available on request cost data developed and used by the appraisal district as applied to all properties within a property category; (iv) clearly state the reason for any variation between generally accepted cost data and locally produced cost data if the data vary by more than 10 percent; and (v) make available to the property owner on request all applicable market data that demonstrate the difference between the replacement cost of the improvements to the property and the depreciated value of the improvements. If the appraisal district uses the income method of appraisal to determine the market value of real property, the appraisal district is required to: (i) use rental income and expense data pertaining to the property if possible and applicable; (ii) make any projections of future rental income and expenses only from clear and appropriate evidence; (iii) use data from generally accepted sources in determining an appropriate capitalization rate; and (iv) determine a capitalization rate for income-producing property that includes a reasonable return on investment, taking into account the risk associated with the investment. If the appraisal district uses the market data comparison method of appraisal to determine the market value of real property, the appraisal district is required to use comparable sales data if possible and adjust the comparable sales to the subject property.

Eligible owners of both agricultural land and open-space land, including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified as both agricultural and

open-space land. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of the agricultural use, open space or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually.

State law requires the appraised value of an owner's principal residence ("homestead" or "homesteads") to be based solely on the property's value as a homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a homestead to the lesser of (1) the market value of the property, or (2) 110% of the appraised value of the property for the preceding tax year plus the market value of all new improvements to the property.

The Property Tax Code requires each appraisal district to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the appraisal district at least once every three (3) years.

Reappraisal of Property after Disaster

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the Governor. This temporary exemption is automatic if the disaster is declared prior to a taxing unit adopting its tax rate for the tax year. A taxing unit may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

The Attorney General of Texas issued Opinion KP-0299 on April 13, 2020, confirming that purely economic, non-physical damage to property is not eligible for temporary tax exemptions.

Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units may appeal the orders of the Appraisal Review Board by timely initiating a protest with the Appraisal Review Board. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

Owners of certain property with a taxable value in excess of the current year "minimum eligibility amount," as determined by the State Comptroller, and situated in a county with a population of one million or more, may protest the determinations of an appraisal district directly to a three-member special panel of the appraisal review board, appointed by the chairman of the appraisal review board, consisting of highly qualified professionals in the field of property tax appraisal. The minimum eligibility amount is set at \$50 million for the 2020 tax year, and is adjusted annually by the State Comptroller to reflect the inflation rate.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by taxing units and requires certain tax rate increases to be approved by the voters. See "State Law Limitations on Setting the Annual Tax Rate" herein. The Property Tax Code also establishes a procedure for providing notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraised roll.

State Law Limitations on Setting the Annual Tax Rate

Article XI, Section 5 of the Texas Constitution is applicable to the City and limits its maximum ad valorem tax rate to \$2.50 per \$100 of taxable assessed valuation.

The Property Tax Code further limits the City's ad valorem tax rate, which consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the "maintenance and operations tax rate"), and (2) a rate for funding debt service in the current year (the "debt service tax rate"). Under the Property Tax Code, the assessor for the City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

Effective January 1, 2020, the "voter-approval tax rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy from the current year's values multiplied by 1.035, plus the debt service tax rate, plus the "unused increment rate." The "no-new-revenue tax rate" means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year's total tax levy from the current year's total taxable values. The "unused increment rate" means the cumulative difference between a city's voter-approval tax rate and its actual tax rate for each of the three prior tax years, which may be applied to a city's tax rate in the succeeding tax year without impacting the "voter-approval tax rate."

The City must annually calculate its "voter-approval tax rate" and "no-new revenue tax rate" in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the City and the county tax assessor-collector for each county in which all or part of the City is located. The City must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the "voter-approval tax rate" must be adopted not later than the 71st day before the next occurring November uniform election date. If the City fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the "no-new-revenue tax rate" for the current tax year or the tax rate adopted by the City for the preceding tax year.

As described below, the Property Tax Code provides that if the City adopts a tax rate that exceeds its "voter-approval tax rate" or, in certain cases, its "de minimis rate," an election must be held to determine whether or not to reduce the adopted tax rate to the "voter-approval tax rate." The "de minimis rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax rate levy from the current year's values, plus the rate that produces an additional \$500,000 in tax revenue when applied to the current year's taxable value, plus the debt service tax rate.

The City may not adopt a tax rate that exceeds the lower of the "voter-approval tax rate" or the "no-new-revenue tax rate" until each appraisal district in which the City participates has delivered notice to each taxpayer of the estimated total amount of property taxes owed and the City has held a public hearing on the proposed tax increase. Generally, if the adopted tax rate for any tax year exceed the "voter-approval tax rate," cities with a population of 30,000 or more as of the most recent federal decennial census must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the "voter-approval tax rate."

Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its "voter-approval tax rate" using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city's total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the additional sales and use tax for ad valorem tax reduction is approved and levied, the "no-new-revenue tax rate" and "voter-approval tax rate" must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year. The City has not held such a local option election.

City Charter Limitations

General: In addition to the statutory limits described above, the City may limit, increase or change the revenue resources available during a given fiscal year, either by voter authorization as provided by the City Charter or by amending the City Charter itself. The City Charter may not be amended more frequently than once every two years. Since 2004, voters of the City have limited increases in ad valorem tax revenues and other revenues in Proposition 1 (codified in Article III, Sec. 1 and Article IX, Sec. 20 of the City Charter) and Proposition 2 (codified

in Article VI-a, Sec. 7 of the City Charter but not effective). Voters also have increased available revenue sources in Proposition G (codified in Article IX, Sec. 21 of the City Charter) and Proposition H, which did not amend the City Charter.

Proposition 1 and Proposition 2 (2004): In 2004, voters approved Proposition 1 (now codified as Article III, Sec. 1 and Article IX, Sec. 20 of the City Charter) in order to limit increases in (i) the City's ad valorem tax revenues by requiring voter approval for increases in ad valorem taxes in future years above a limit equal to the lesser of the actual revenues in the preceding fiscal year, plus 4.5%, or a formula that is based upon the actual revenues received in fiscal year 2005 adjusted for the cumulative combined rates of inflation and the City's population growth; and (ii) water and sewer rates (i.e., the City's Combined Utility System) by limiting rate increases to the combined increases in the rates of inflation and population growth, excluding rate increases required by certain bond covenants and rates established by contract, unless approved by the voters. At the same election, the voters also approved Proposition 2 (Article VI-a, Sec. 7, City Charter, but not effective), which purported to limit increases in the City's "combined revenues," including revenues of the General Fund, Special Funds and Enterprise Funds. Based on the specific language of Proposition 1 and Proposition 2, the number of votes for each proposition, and the language of the City Charter, the City declared that Proposition 2 was not effective.

Proposition 2 Litigation: Supporters of Proposition 2 filed a lawsuit to declare Proposition 2 effective. After protracted litigation, on August 26, 2011, the Texas Supreme Court vacated the judgment of the trial court (for lack of ripeness) without reference to the merits and dismissed the case for want of jurisdiction. In April 2014, the suit was refiled. On October 4, 2019, the trial court held a bench trial on the remaining issues. On October 29, 2019, the trial court held for the City Defendants, ordering that the plaintiffs take nothing. The parties cross appealed and the case is currently being briefed.

Impact of Propositions G and H on Propositions 1 and 2: In response to Proposition 1 and Proposition 2, the City held an election on November 7, 2006, at which the voters approved Proposition G and Proposition H, both of which are currently effective. Proposition G amends City Charter to exclude revenues of the City's enterprise systems (i.e., Combined Utility System, Houston Airport System and the Convention and Entertainment Facilities Department) from the types of revenues limited under the City Charter. Voter approval of Proposition G removed the enterprise systems from the revenue limitations of Proposition 2, although the limitation on water and sewer rate increases included in Proposition 1 remains in effect. Proposition H allows the City to collect and spend up to \$90 million of revenue, over and above any Proposition 2 limitations, for increased police, fire and emergency medical services and related matters. The amount collected and spent in each year becomes part of the base revenue calculations for the following year. Propositions G and H are incorporated into the City's financial policies, and the City has collected revenues and made expenditures for public safety purposes in compliance with Proposition H.

See "INVESTMENT CONSIDERATIONS—Tax and Collection Rates May Decline" and "—Risk of Higher Priority Debt."

Collection of Taxes

The City is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. The City's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residential homestead, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in equal monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is a person 65 years of age or older or disabled is entitled by law to pay current taxes on a residential homestead in installments or to defer the payment of taxes without penalty during the time of ownership.

The City's Rights in the Event of Tax Delinquencies

Taxes levied by the City are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each taxing unit having power to tax the property. The City's tax lien is on a parity with tax liens

of other taxing units. A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of another taxing entity is determined by applicable federal law.

At any time after taxes on property become delinquent, a taxing unit may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both, subject to the limitations with respect to residential homesteads described in the preceding section. In filing a suit to foreclose a tax lien on real property, the taxing unit must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights and by bankruptcy proceedings that may restrict collection of taxpayer debts. A taxpayer has the right to redeem a mineral estate or property that was used at the time the suit was filed for residential homestead or agricultural purposes within two years after the purchaser's deed issued at the foreclosure sale is filed in the county's real property records. A taxpayer has the right to redeem property that was used for all other purposes within six months after the purchaser's deed is filed in the county records. See "INVESTMENT CONSIDERATIONS—Limitations on Tax Collections and Foreclosure Remedies."

Tax Payment Installments after Disaster

Certain qualified taxpayers, including owners of residential homesteads, located within a disaster area which have been damaged as a direct result of the disaster, are entitled to enter into a tax payment installment agreement with a taxing jurisdiction such as the City if the taxpayer pays at least one-fourth of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three equal installments within six months of the delinquency date.

Effect of FIRREA on Tax Collections

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when due, and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

These provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the Zone and may prevent the collection of penalties and interest on such taxes or may affect the valuation of such property.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be subject to and accompanied by the unqualified approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the Authority under the Constitution and laws of the State of Texas payable from the Pledged Revenues, based upon his examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, and the approving legal opinion of Bond Counsel, to a like effect and as described under "TAX EXEMPTION."

Bond Counsel also serves as general counsel to the Authority on matters other than the issuance of bonds.

The legal fees paid to Bond Counsel and Disclosure Counsel for services rendered in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

No-Litigation Certificate

The Authority will furnish the Underwriters a certificate dated as of the Delivery Date of the Bonds, to the effect that there is not pending, and to the knowledge of the officers executing the certificate, there is not threatened, any litigation affecting the validity of the Bonds, or the levy and/or collection of taxes for the payment thereof, or the organization or boundaries of the Zone, or the title of the officers thereof to their respective offices, and that no Additional Parity Bonds or other indebtedness have been issued since the date of the statement of indebtedness, or nonencumbrance certificate submitted to the Attorney General of Texas in connection with approval of the Bonds.

TAX EXEMPTION

Opinion of Bond Counsel

In the opinion of Bond Counsel, under current law, interest on the Bonds (a) is not included in gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum income tax. No other opinion is expressed by Bond Counsel regarding the tax consequences of the ownership of or the receipt or accrual of interest on the Bonds.

Bond Counsel's opinion is given in reliance upon certifications by representatives of the Authority as to certain facts relevant to both the opinion and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and is subject to the condition that there is compliance subsequent to the issuance of the Bonds with all requirements of the Code that must be satisfied in order for interest thereon to remain excludable from gross income for federal income tax purposes. The Authority has covenanted to comply with the current provisions of the Code regarding, among other matters, the use, expenditure and investment of the proceeds of the Bonds and the timely payment to the United States of any arbitrage rebate amounts with respect to the Bonds. Failure by the Authority to comply with such covenants, among other things, could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to their date of issue.

Customary practice in the giving of legal opinions includes not detailing in the opinion all the assumptions, limitations and exclusions that are a part of the conclusions therein. See "*Statement on the Role of Customary Practice in the Preparation and Understanding of Third-Party Legal Opinions*", 63 Bus. Law. 1277 (2008)" and "*Legal Opinion Principles*", 53 Bus. Law. 831 (May 1998). Purchasers of the Bonds should seek advice or counsel concerning such matters as they deem prudent in connection with their purchase of Bonds.

Bond Counsel's opinion represents its legal judgment based in part upon the representations and covenants referenced therein and its review of current law, but is not a guarantee of result or binding on the Internal Revenue Service (the "Service") or the courts. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may come to Bond Counsel's attention after the date of its opinion or to reflect any changes in law or the interpretation thereof that may occur or become effective after such date.

Other Tax Matters

The Bonds have not been designated as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

In addition to the matters addressed above, prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including without limitation financial institutions, property and casualty insurance companies, S corporations, foreign corporations subject to the branch profits tax, recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to the applicability and impact of such consequences.

Prospective purchasers of the Bonds should consult their own tax advisors as to the status of interest on the Bonds under the tax laws of any state, local, or foreign jurisdiction.

The Service has a program to audit state and local government obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the Service does audit the Bonds, under current Service procedures, the Service will treat the Authority as the taxpayer and the owners of the Bonds will have only limited rights, if any, to participate.

There are many events that could affect the value and liquidity or marketability of the Bonds after their issuance, including but not limited to public knowledge of an audit of the Bonds by the Service, a general change in interest rates for comparable securities, a change in federal or state income tax rates, federal or state legislative or regulatory proposals affecting state and local government securities and changes in judicial interpretation of existing law. In addition, certain tax considerations relevant to owners of Bonds who purchase Bonds after their issuance may be different from those relevant to purchasers upon issuance. Neither the opinion of Bond Counsel nor this Official Statement purports to address the likelihood or effect of any such potential events or such other tax considerations and purchasers of the Bonds should seek advice concerning such matters as they deem prudent in connection with their purchase of Bonds.

Original Issue Discount

Some of the Bonds may be sold at initial sale prices that are less than their respective stated redemption prices payable at maturity (collectively, the “Discount Bonds”). The excess of (i) the stated redemption price at maturity of each maturity of the Discount Bonds, over (ii) the initial offering price to the public (excluding bond houses and brokers) at which a substantial amount of each maturity of the Discount Bonds is sold will constitute original issue discount. Original issue discount will accrue for federal income tax purposes on a constant-yield-to-maturity method based on regular compounding; and a holder’s basis in such a Bond will be increased by the amount of original issue discount treated for federal income tax purposes as having accrued on the Bond while the holder holds the Bond.

Under the Code, for purposes of determining a holder’s adjusted basis in a Discount Bond, original issue discount treated as having accrued while the holder holds the Bond will be added to the holder’s basis. Original issue discount will accrue on a constant-yield-to-maturity method based on semiannual compounding. The adjusted basis will be used to determine taxable gain or loss upon the sale or other disposition (including redemption or payment at maturity) of a Discount Bond.

Prospective purchasers of Discount Bonds should consult their own tax advisors as to the calculation of accrued original issue discount and the state and local tax consequences of owning or disposing of such Bonds.

Bond Premium

Bonds purchased, whether upon issuance or otherwise, for an amount (excluding any amount attributable to accrued interest) in excess of their principal amount will be treated for federal income tax purposes as having amortizable bond premium. A holder’s basis in such a Bond must be reduced by the amount of premium which accrues while such Bond is held by the holder. No deduction for such amount will be allowed, but it generally will offset interest on the Bonds while so held. Purchasers of such Bonds should consult their own tax advisors as to the calculation, accrual and treatment of amortizable bond premium and the state and local tax consequences of holding such Bonds.

MUNICIPAL BOND RATING

The Authority has made application to S&P for a municipal bond rating on the Bonds. The rating fee, if any, will be paid by the Authority. Any rating that may be assigned to the Bonds reflects only the views of the rating agency assigning the rating. There is no assurance that any rating will be maintained for any given period of time or that such rating will not be revised downward, suspended or withdrawn entirely by such rating agency, if in its sole judgment, circumstances so warrant. Any such downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

MUNICIPAL BOND INSURANCE AND RESERVE FUND SURETY POLICY

The Authority has made application for a commitment for municipal bond guaranty insurance on the Bonds and for a Reserve Fund Surety Policy. The purchase of such municipal bond guaranty insurance and/or Reserve Fund Surety Policy, if available and determined to be economically beneficial, and payment of all associated fees, including the premium charged by the Bond Insurer, will be at the expense of the Authority.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Resolution, the Authority has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The Authority is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the Authority will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the “MSRB”) or any successor to its functions as a repository through its Electronic Municipal Market Access (“EMMA”) system.

Annual Reports

The Authority will provide certain updated financial information and operating data annually to the MSRB through its EMMA system. The information to be updated includes all quantitative financial information and operating data with respect to the Authority of the general type included in this Official Statement in: **Schedules 1-6 (top ten taxpayers for current year only)** and **APPENDIX B: FINANCIAL STATEMENTS OF THE AUTHORITY**. The Authority will update and provide this information within six months after the end of each of its fiscal year ending in or after 2021. The Authority may provide updated information in full text or may incorporate by reference certain other documents on the EMMA System, as permitted by Rule 15c2-12 (“Rule”) of the United States Securities and Exchange Commission (“SEC”).

The updated information will include audited financial statements, if the Authority commissions an audit and is completed by the required time. If audited financial statements are not available by the required time, the Authority will provide audited financial statements when and if the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the Authority may be required to employ from time to time pursuant to state law or regulation.

The Authority’s fiscal year end is currently June 30. Accordingly, it must provide updated information by December 31 in each year, beginning in 2021, unless the Authority changes its fiscal year. If the Authority changes its fiscal year, it will notify the MSRB of the change.

Specified Event Notices

The Authority will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The Authority will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the Authority within the meaning of the Rule; (13) consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the Authority if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority

any of which affect Beneficial Owners of the Bonds, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Authority any of which reflect financial difficulties. The term “financial obligation” in the immediately preceding paragraphs (15) and (16) means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule. The term “material” when used in this paragraph shall have the meaning ascribed to it under federal securities laws. Neither the Bonds nor the Bond Resolution makes any provision for liquidity enhancement. In addition, the Authority will provide timely notice of any failure by the Authority to provide information, data, or financial statements in accordance with its agreement described above under “–Annual Reports.”

Availability of Information from MSRB

The Authority has agreed to provide the foregoing information only to the MSRB. Investors will be able to access, without charge from the MSRB, continuing disclosure information filed with the MSRB at www.emma.msrb.org.

Limitations and Amendments

The Authority has agreed to update information and to provide notices of events only as described above. The Authority has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The Authority makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Authority disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the Authority to comply with its agreement.

The Authority may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, if but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the Authority (such as nationally recognized Bond Counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Authority may amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent an underwriter from lawfully purchasing the Bonds in the initial offering. If the Authority so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The Authority has not previously entered into a continuing disclosure agreement in accordance with the Rule.

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the records of the City, the Appraisal District, the Authority, and other sources. All of these sources are believed

to be reliable, but no guarantee is made by the Authority as to the accuracy or completeness of the information derived from sources other than the Authority, and the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Authority. Inclusion of such information herein is not to be construed as a representation on the part of the Authority, except that the Authority has represented to the Underwriters that it has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading. Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Masterson Advisors LLC is employed as Financial Advisor to the Authority to render certain professional services, including advising the Authority on a plan of financing and the Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to the Authority and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information. The fees paid to the Financial Advisor for services rendered in connection with the issuance of the Bonds are based on a percentage of the Bonds actually issued and sold. Therefore, the payment of such fees is contingent upon the sale and delivery of the Bonds.

UNDERWRITING

The underwriters named on the cover page (the “*Underwriters*”) have agreed, subject to certain customary conditions, to purchase the Bonds at a price equal to the principal amount of the Bonds, plus a net premium of \$ _____, and less an underwriting discount of \$ _____. The purchase obligations of the Underwriters are subject to certain conditions precedent, and the Underwriters will be obligated to purchase all of the Bonds of their respective maturities if any of such Bonds are purchased.

The Underwriters have provided the following paragraphs for inclusion in this Official Statement, and the Authority takes no responsibility for the accuracy thereof.

The Bonds to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices of the Bonds and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Authority and to persons and entities with relationships with the Authority, for which they received or will receive customary fees and expenses.

BofA Securities, Inc., one of the Underwriters of the Bonds, has entered into a distribution agreement with its affiliate, Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”). Under the agreement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Bonds.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Authority (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Authority. The Underwriters and their respective affiliates may also

communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendices hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement has been approved by the Board of Directors of Lake Houston Redevelopment Authority.

APPENDIX A
BOUNDARY MAP

APPENDIX B
FINANCIAL STATEMENTS OF THE AUTHORITY

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

TAB

SEVEN B

INDENTURE OF TRUST

By and Between

**LAKE HOUSTON REDEVELOPMENT AUTHORITY,
the “Authority”**

and

**REGIONS BANK
as “Trustee”**

DATED AS OF [JUNE 1], 2021

SECURING

**LAKE HOUSTON REDEVELOPMENT AUTHORITY
TAX INCREMENT CONTRACT REVENUE BONDS**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of [June 1], 2021 (the “Indenture”), is made by and between LAKE HOUSTON REDEVELOPMENT AUTHORITY, a public non-profit local government corporation under Subchapter D, Chapter 431, Texas Transportation Code (the “Authority”), and REGIONS BANK, an Alabama banking corporation, having a corporate trust office in Houston, Texas (together with any successor trustee hereunder, the “Trustee”).

WITNESSETH

WHEREAS, by City Ordinance No. 1997-1589, the City Council of the City of Houston (the “City”) created Reinvestment Zone Number Ten, City of Houston, Texas (the “Zone”) pursuant to Chapter 311, Texas Tax Code (the “TIRZ Act”); and

WHEREAS, in accordance with the TIRZ Act, by Ordinance No. 1999-387, the City has approved the Zone’s Project Plan and Reinvestment Zone Financing Plan, which has subsequently been amended by Ordinance No. 1999-854 adopted on August 11, 1999; Ordinance No. 2008-337 adopted on April 23, 2008; Ordinance No. 2011-742 adopted on August 24, 2011; Ordinance 2014-255 adopted on April 2, 2014; Ordinance No. 2018-997 adopted on December 12, 2018; and Ordinance No. 2020-1083 adopted on December 16, 2020 (collectively, and as further amended from time to time, the “Project and Financing Plan”); and

WHEREAS, by City Resolution No. 2013-62, the City authorized the creation of the Lake Houston Redevelopment Authority (the “Authority”), a local government corporation pursuant to Subchapter D of Chapter 431, Texas Transportation Code (the “LGC Act”), to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of an area of the City commonly known as the Lake Houston area and neighboring areas; and

WHEREAS, the City, the Zone, and the Authority entered into an agreement pursuant to Ordinance No. 2014-50 (the “Tri-Party Agreement”) pursuant to which the Authority would have certain power and authority to administer the Zone; to make recommendations to the board of directors of the Zone (the “Zone Board”) and the City with respect to the redevelopment of the Zone; to perform and engage in activities relating to the acquisition and development of land and other properties in the Zone; to engage in development and redevelopment activities; to construct and improve infrastructure in the Zone; to enter into development agreements with developers/builders in the Zone; to issue, sell or deliver bonds or notes subject to City approval; and perform the other activities provided in the Tri-Party Agreement; and

WHEREAS, by City Ordinance No. 1999-853, adopted on August 11, 1999, City Ordinance No. 2011-741, adopted on August 24, 2011, City Ordinance No. 2014-254, adopted on April 2, 2014, City Ordinance No. 2018-996, adopted on December 12, 2018, and City Ordinance No. 2020-1082, adopted December 16, 2020, the City enlarged the boundaries of the Zone; and

WHEREAS, by City Ordinance No. 2018-997, approved on December 12, 2018, the City extended the termination date of the Zone from December 31, 2027 to December 31, 2048; and

WHEREAS, the Tri-Party Agreement provided that the Authority may issue notes in the maximum amount of one million dollars (\$1,000,000), payable from the revenues to be paid by the City and the Zone pursuant to the Tri-Party Agreement, but may not issue notes in excess of that amount or bonds without further approval by the City; and

WHEREAS, by City Ordinance No. 2018-1025, the City authorized the Authority to issue bonds and notes in excess of the amounts authorized by the Tri-Party Agreement, provided that the aggregate principal amount of bonds and notes issued by the Authority and secured by Agreement Revenues shall not exceed \$60,000,000 outstanding at any one time; and

WHEREAS, by Ordinance No. 2021-113 adopted on February 17, 2021, the City authorized the Authority to issue its bonds and notes in an aggregate principal amount not to exceed Ninety Million Dollars (\$90,000,000) outstanding at any one time without further approval from the City; and

WHEREAS, the Authority intends to issue its Tax Increment Contract Revenue Bonds (as herein defined) in one or more series; and

WHEREAS, the Authority previously entered into a tax-exempt term loan agreement (the “Loan Agreement”) in the aggregate amount not to exceed \$22,000,000 (the “Prior Loan”) with BBVA Mortgage Corporation (the “Lender”) evidenced by a promissory note issued by the Authority as authorized by the Tri-Party Agreement, of which \$22,000,000 remains outstanding; and

WHEREAS, the Authority desires to issue its Tax Increment Contract Revenue Bonds, Series 2021 (the “Series 2021 Bonds”) for the purposes of refinancing the Prior Loan and paying Project Costs (as herein defined), paying the costs of issuance of the Series 2021 Bonds, and for other purposes as contemplated herein; and

WHEREAS, the Authority and the Zone have agreed to reimburse various developers in the Zone for funds advanced by the developers for the construction of public improvements from a portion of the Tax Increment (as herein defined) generated from their projects (as further defined herein, the “Developer Related Tax Increments”); and

WHEREAS, the Developer Related Tax Increments needed to reimburse the developers are paid annually to the developers if and when they meet the requirements for reimbursement set forth in their respective agreements with the Authority and the Zone; and

WHEREAS, the Participants (as hereinafter defined) have agreed to make certain payments, which shall be used to pay the principal of, interest on and redemption requirements of the Bonds, the charges and expenses of paying agents, registrars and trustees utilized in connection with the issuance of the Bonds, and all amounts required to establish and maintain the funds to be established under this Indenture and the Bond Resolutions (as herein defined); and

WHEREAS, to further secure the Bonds, the Authority has determined to enter into this Indenture with the Trustee for the purpose of assigning and pledging to the Trustee the Pledged Tax Increments (as herein defined), for the purpose of establishing the Pledged Revenue Fund, the Project Fund, the Debt Service Fund, and the Debt Service Reserve Fund pursuant hereto and

thereby providing the Pledged Revenues (as herein defined) to be held by the Trustee to secure the payment of principal of and interest on all Bonds from time to time issued under the Bond Resolutions.

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds, as follows:

[END OF RECITALS]

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Indenture:

“**Act**” means collectively and individually as the context requires the LGC Act and the TIRZ Act.

“**Additional Parity Bonds**” means the additional parity Bonds permitted to be issued by the Authority pursuant to Section 3.02 of this Indenture.

“**Annual Debt Service**” means for any annual period (any fiscal year or any other twelve (12) consecutive calendar month period), an amount equal to the sum of (i) all interest on the Bonds which is due during such period, plus (ii) that portion of the Principal Installment which is due during such period, as calculated in accordance with the following:

(a) Except as modified below, (i) for any twelve (12) consecutive calendar month period other than the calendar year, whether or not such period constitutes the Authority’s current fiscal year or any future Authority fiscal year, the aggregate amount of interest on and Principal Installment of the Bonds which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed during such twelve (12) consecutive month period; and (ii) for any fiscal year while the Authority’s fiscal year is the same as the calendar year, the aggregate amount of interest on and Principal Installment of the Bonds which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed after January 1 of such fiscal year and on or before the next following January 1; and

(b) As to any annual period prior to the date of any calculation, such requirements shall be calculated solely on the basis of Bonds which were Outstanding as of the first (1st) day of such period; and as to any future year such requirements shall be calculated solely on the basis of Bonds Outstanding as of the date of calculation; and

(c) Notwithstanding the foregoing, all amounts which are deposited to the credit of the Debt Service Reserve Fund from original proceeds from the sale of any Bonds and amounts which have been or are expected to be realized as interest and investment earnings on amounts on deposit in the Debt Service Fund (other than those amounts which are to be deposited into the Rebate Fund pursuant to Section 4.07 of this Indenture) and which are used or scheduled to be used to pay interest on or Principal Installments of Bonds during any annual period, shall be deemed to reduce the Annual Debt Service for any such annual period to the extent of such interest and investment earnings; and the amount of such deposits shall be excluded from and shall not constitute Annual Debt Service for any such annual period.

“**Authority**” means the Lake Houston Redevelopment Authority, a public not-for-profit local government corporation created under the Act, or its legal successors.

“Authorized Representative” means the Chair, Vice Chair, Secretary or other officer of the Authority designated by the Chair to perform a specified act, to sign a specified document or to act generally on behalf of the Authority by a written instrument furnished to the Trustee.

“Average Annual Debt Service” means the total Annual Debt Service (as of the date of the calculation) divided by the remaining number of years until the final maturity of the Bonds. The Average Annual Debt Service calculated under this Indenture shall remain in effect until the next date when such calculation is required under this Indenture. For the purposes of calculating the Average Annual Debt Service, any fractional year shall be included in the calculation as a full year.

“Board” means the Board of Directors of the Authority.

“Bond Counsel” means Hunton Andrews Kurth LLP or such other nationally recognized firm engaged by the Authority.

“Bonds” or **“Tax Increment Contract Revenue Bonds”** means one or more Series of bonds, notes or other obligations issued by the Authority pursuant to this Indenture and the Bond Resolutions.

“Bond Resolution(s)” means the resolutions or other official instrument from time to time adopted by the Authority authorizing the Bonds. If applicable, such term shall also include any pricing certificate, pricing resolution or other instrument containing the final pricing information of a Series of Bonds.

“Business Day” means any day which is not a Saturday, Sunday, a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or a legal holiday.

“Captured Appraised Value” means, with respect to each Taxing Unit in each year, the total appraised value of real property taxable by the Taxing Unit and located in the Zone for that year less the Tax Increment Base of the Taxing Unit.

“City” means the City of Houston, Texas.

“Code” means the Internal Revenue Code of 1986, as amended, and all applicable Internal Revenue Service Regulations thereunder.

“Costs of Issuance” means all charges, costs and expenses of the Authority incurred in connection with the authorization, issuance, sale and delivery of Bonds including, but not limited to, legal fees, financial advisory fees, bond insurance premiums, fiscal or escrow agent fees, printing fees, accounting fees, consultant fees, verification fees, travel expenses, rating agency fees, fees of the Trustee and its counsel and Attorney General fees.

“Debt Service” means the Principal Installments and interest on the Bonds.

“Debt Service Fund” means the fund so designated and created pursuant to Article IV of this Indenture.

“Debt Service Reserve Fund” means the fund so designated and created pursuant to Article IV of this Indenture.

“Developer Related Tax Increment” means that portion of the Tax Increment attributable to property developed in the Zone by a developer and previously pledged to the developer for reimbursement for the cost of public improvements pursuant to a development agreement entered into in accordance with the Tri-Party Agreement; provided, however, upon settlement or termination of any such developer agreement, the related Tax Increment shall cease to be Developer Related Tax Increment.

“Eligible Investments” means any investments, including guaranteed investment contracts and investment pools, which the Authority is permitted to make under the laws of the State of Texas, including the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

“Event of Default” means any Event of Default described in Section 6.01 of this Indenture.

“Exempt Securities” means bonds or other evidences of obligations, the interest on which is exempt from federal income taxation under Section 103(a) of the Code.

“Fair Market Value” means as of any particular time:

(a) as to Eligible Investments the bid and asked prices of which are published on a regular basis in a financial journal or publication of general circulation in the United States of America, the bid price for such Eligible Investments so published on or most recently prior to the date of valuation by the Trustee, or

(b) as to Eligible Investments the bid and asked prices of which are not published on a regular basis in a financial journal or publication of general circulation in the United States of America, the average bid price on such Eligible Investments at the date of valuation by the Trustee, as reported to the Trustee by any two nationally recognized dealers (in the opinion of the Trustee) in such Eligible Investments.

“FDC Development Agreement” means the Public Improvement Development Agreement dated as of February 1, 1999 among the City, the Zone and Friendswood Development Company, Ltd., as amended, in particular by a Third Amendment thereto dated April 25, 2008, and as interpreted by the Public Improvement Agreement dated April 4, 2017 among the Authority, the Zone and Friendswood Development Company, L.L.C.

“Fund” means any one or more, as the case may be, of the separate special Funds, including accounts and subaccounts created therein, created and established or required to be maintained pursuant to this Indenture.

“HISD” means Humble Independent School District.

“HISD Agreement” means that certain Interlocal Agreement by and among HISD, the City, and the Zone.

“Lake Houston” means the area comprising the TIRZ, as it may be enlarged from time to time.

“LGC Act” means Chapter 431, Subchapter D, Texas Transportation Code, as amended.

“Interest Payment Date” when used in connection with any Bond, means March 1 and September 1 commencing on such date as set forth in the Bond Resolution for such Bonds.

“Mandatory Redemption Installment” means, as of any particular date of calculation and with respect to any Series of Bonds, the amount of money to be applied to the mandatory redemption (including any mandatory redemption premium, if any) of Bonds in any fiscal year prior to maturity pursuant to this Indenture or any Bond Resolution, as such Mandatory Redemption Installment shall have been previously reduced by the principal amount of any Bonds of such Series of the maturity with respect to which such Mandatory Redemption Installment is payable which are purchased or redeemed by the Trustee in accordance with the provisions of this indenture or of any Bond Resolution, other than a Mandatory Redemption Installment redemption or purchase.

“Maximum Annual Debt Service” means the greatest amount of the Annual Debt Service calculated for any future fiscal year.

“Outstanding” when used with reference to Bonds, means, as of a particular date, all bonds theretofore and thereupon delivered except: (a) any Bond canceled by or on behalf of the Authority at or before said date, (b) any Bond defeased or no longer considered outstanding pursuant to the provisions of any Bond Resolution or otherwise defeased as permitted by applicable law, and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to any Bond Resolution.

“Owner” or **“Registered Owner”**, when used with respect to any Bond means the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners means the Owners at a particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then Outstanding under a Bond Resolution.

“Parity Bonds” means the Bonds and each Series of Additional Parity Bonds from time to time hereafter issued, but only to the extent such Parity Bonds remain Outstanding.

“Participants” means the City, HISD, and another other parties from time to time that enter into Participant Contracts.

“Participant Contracts” means, collectively, the Tri-Party Agreement, the HISD Agreement, and any other contracts or orders heretofore or from time to time hereafter entered into between the Authority and Participants, containing provisions with respect to the payment by Participants of Tax Increments.

“Paying Agent/Registrar” means the bank or trust company so designated in the Bond Resolutions.

“Pledged Tax Increments” means Tax Increments from time to time required to be deposited by the Participants into the Tax Increment Fund pursuant to the TIRZ Act and the Participant Contracts and payable to the Authority by the City pursuant to the Tri-Party Agreement excluding (i) that portion of the Tax Increment of HISD required to be used for educational facilities project pursuant to the HISD Agreement and (ii) the Developer Related Tax Increments, and subject to the Reserved Amount.

“Pledged Revenue Fund” means the fund so designated and created pursuant to Article IV of this Indenture.

“Pledged Revenues” shall have the meaning assigned to that term in Article II of this Indenture.

“Principal Installment” means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of such Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds of such Series which would at or before said future date be retired as a result of Mandatory Redemption Installments applied in accordance with this Indenture plus (b) the amount of any Mandatory Redemption Installment payment on said future date for the retirement of any Outstanding Bonds of said Series.

“Principal Installment Payment Date” when used in connection with any Bond, means September 1 of each year in which principal is scheduled to be paid.

“Project and Financing Plan” means the Project Plan and Reinvestment Zone Financing Plan of the Zone adopted by the Board of Directors of the Zone and approved by the City by Ordinance No. 1999-387, which has subsequently been amended by Ordinance No. 1999-854 adopted on August 11, 1999; Ordinance No. 2008-337 adopted on April 23, 2008; Ordinance No. 2011-742 adopted on August 24, 2011; Ordinance 2014-255 adopted on April 2, 2014; Ordinance No. 2018-997 adopted on December 12, 2018; and Ordinance No. 2020-1083 adopted on December 16, 2020; and as may be further amended from time to time.

“Project Costs” means all project costs identified in the Project and Financing Plan as authorized by the TIRZ Act and the Tri-Party Agreement.

“Project Fund” means the fund so designated and created pursuant to Article IV of this Indenture.

“Register” or ***“Bond Register”*** means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to each Owner.

“Regulations” means the Income Tax Regulations promulgated under the Code.

“Reserve Fund Surety Policy” means an insurance policy or other credit agreement, as such term is defined in Section 1371.001, Texas Government Code, in a principal amount equal to the portion of the Reserve Requirement to be satisfied and issued by a financial institution or insurance company with a rating for its long term unsecured debt or claims paying ability of at

least “A” or its equivalent (without regard to any modifier) by a nationally recognized statistical rating organization.

“Reserve Requirement” shall be computed after the issuance of any Series of Bonds and shall be the Maximum Annual Debt Service, provided that the issuance of any Series of Bonds shall not cause the Reserve Requirement to increase by more than 10% of the stated principal amount of such Series of Bonds or 10% of the issuance price of such Series of Bonds if the Series of Bonds are issued with more than a *de minimis* amount (as defined by Section 1.48-1 of the Income Tax Regulations) of original issuance discount.

“Reserved Amount” means an amount equal to \$3,500,000, representing the maximum amount of Tax Increment available for reimbursement under the FDC Development Agreement in the event the developer incurs reimbursable expenses.

“Series” means all of the Bonds authenticated and delivered on issuance and pursuant to this Indenture or any Bond Resolution authorizing the issuance of such Bonds as a separate series of Bonds or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds.

“State” or **“State of Texas”** means the State of Texas.

“Surplus Fund” means the Authority’s Surplus Fund so designated and created pursuant to Article IV of this Indenture.

“Tax Increment” means, with respect to each Taxing Unit in each year, the amount of property taxes levied by the Taxing Unit for that year on the Captured Appraised Value of real property taxable by the Taxing Unit and located in the Zone.

“Tax Increment Base” means the total appraised value of property in the Zone as of January 1, 1997, plus the total appraised value of real property taxable by a Taxing Unit and annexed into the Zone as determined on January 1 of the year in which such property was annexed into the Zone.

“Tax Increment Fund” means the City’s Tax Increment Fund with respect to Reinvestment Zone Number Ten, City of Houston, created and maintained in accordance with Ordinance No. 1997-1589 and the TIRZ Act.

“Taxing Unit” means, in addition to the Participants, a special district or authority (including a junior college district, a hospital district, a navigation district, or other district created by or pursuant to the Texas Water Code), or any other political subdivision of the State of Texas, whether created by or pursuant to the Texas Constitution or a local, special, or general law, that is authorized to impose and is imposing ad valorem taxes on real property in the Zone, even if the governing body of another political unit determines the tax rate for the unit or otherwise governs its affairs.

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

“Tri-Party Agreement” means that certain Agreement by and between the City, the Zone, and the Authority approved by the City by Ordinance No. 2014-50, as amended.

“Trustee” means Regions Bank, and its successors in that capacity.

“Zone” means Reinvestment Zone Number Ten, City of Houston, Texas.

Section 1.02 Recitals, Table of Contents, Titles and Headings. The terms and phrases used in the recitals of this Indenture have been included for convenience of reference only and the meaning, construction and interpretation of such words and phrases for purposes of this Indenture shall be determined solely by reference to Section 1.01 hereof. The table of contents, titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03 Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Indenture and the Bonds.

[END OF ARTICLE I]

ARTICLE II.

GRANTING CLAUSES

In order to secure the payment of the Principal Installment of, redemption premium, if any, and interest on all Bonds as the same are issued and become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority does hereby GRANT, BARGAIN, CONVEY, ASSIGN, and PLEDGE to the Trustee and its successors in trust hereunder, subject to the provisions of this Indenture, all of the Authority's right, title and interest in and to the following described properties and interests, direct or indirect, whether now owned or hereafter acquired, subject to the Reserved Amount (collectively, the "Pledged Revenues"):

(a) The Pledged Tax Increments and all of the Authority's right, title and interest thereto under the Participant Contracts and the Tri-Party Agreement.

(b) All money deposited or required to be deposited in the Pledged Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund and the Project Fund held by the Trustee pursuant to the provisions of this Indenture and all interest earnings and investment income therefrom.

(c) Any and all property of every kind and nature (including without limitation, cash, obligations or securities) which may from time to time hereafter be conveyed, assigned, hypothecated, endorsed, pledged, mortgaged, granted, or delivered to or deposited with, the Trustee as additional security hereunder by the Authority, or anyone on behalf of the Authority, or which pursuant to any of the provisions hereof may come into the possession or control of the Trustee as security hereunder, or of a receiver lawfully appointed hereunder, all of which property the Trustee is authorized to receive, hold and apply according to the terms hereof.

TO HAVE AND TO HOLD all the same, with all rights and privileges appurtenant thereto, unto the Trustee and its successors in trust forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of the Owners from time to time of the Bonds secured and to be secured hereunder, or any of them, without preference, priority or distinction as to lien or otherwise of any Tax Increment Contract Revenue Bond over any other Tax Increment Contract Revenue Bond, except as otherwise expressly provided in this Indenture.

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and redemption premium, if any, due or to become due thereon, at the times and in the manner provided in the Bonds, and in the Bond Resolutions according to the true intent and meaning thereof, and shall cause the payments to be made into the Funds maintained hereunder in the amounts required by this Indenture and the Bond Resolutions, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee or Paying Agent Registrar the entire amount due or to become due

thereon, or an amount sufficient to provide for the payment thereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights and liens hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

[END OF ARTICLE II]

ARTICLE III.
AUTHORIZATION OF BONDS;
GENERAL TERMS AND PROVISIONS OF BONDS;
ADDITIONAL PARITY BONDS AND SUBORDINATE LIEN OBLIGATIONS

Section 3.01 Authorization of Bonds. (a) The Bonds may be authorized from time to time by the Authority pursuant to Bond Resolutions duly adopted by the Board, which shall specify the dates, denominations, principal amounts, interest rates, maturities, redemption provisions, form(s) of bonds, manner of payment, provisions for execution and authentication, application of proceeds and all other terms and provisions of the Bonds not otherwise provided herein.

(b) At or prior to the issuance of each Series of Bonds pursuant to any Bond Resolution, the Authority shall provide to the Trustee the following:

(i) a certified copy of the Bond Resolution;

(ii) the approving opinion of Bond Counsel with respect to such Series of Bonds to the effect (i) that the Bonds are valid and binding obligations of the Authority except to the extent that their enforceability may be limited by applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and except that such enforceability is subject to general principles of equity and the exercise of judicial discretion (regardless of whether such enforceability is considered in a proceeding in law or at equity), and (ii) that the Bonds are issued pursuant to the terms of this Indenture;

(iii) if such Series of Bonds are being issued to refund any previously issued Bonds, the identity, redemption date and redemption price of the Bonds to be refunded;

(iv) a debt service schedule with regard to such Series of Bonds and all Bonds that will then be Outstanding after the issuance of such Series of Bonds and refunding of any Bonds being refunded thereby; and

(v) the amount of the Reserve Requirement, as such amount may have been modified based upon the issuance of such Series of Bonds.

Section 3.02 Additional Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Bonds), one or more Series of Additional Parity Bonds payable from and secured by a lien on the Pledged Revenues, on a parity with the Bonds, and any previously issued Additional Parity Bonds; provided, however, that no Additional Parity Bonds may be issued unless:

(a) The Additional Parity Bonds mature on, and interest is payable on, the Principal Installment Payment Dates and Interest Payment Dates, respectively;

(b) The City has approved issuance of the Additional Parity Bonds on the terms set forth in the Tri-Party Agreement, as the same may be modified from time to time;

(c) There shall be on deposit in the Debt Service Reserve Fund, after the issuance of the Additional Parity Bonds, an amount equal to the Reserve Requirement on all Bonds that will be Outstanding after the issuance of such Additional Parity Bonds;

(d) The Authority certifies that it is not in material default with the terms of the Indenture, any Bond Resolution, or the Tri-Party Agreement;

(e) the Authority has received a certificate of the Authority's financial advisor which shows Captured Appraised Value which, at the Participants' tax rates then in existence, will generate Pledged Tax Increments that will be at least 125% of projected Maximum Annual Debt Service, taking into account the Bonds then outstanding and the Additional Parity Bonds to be issued; provided that this requirement shall not apply to the issuance of any Series of Additional Parity Bonds for refunding purposes that will have the result of reducing the Average Annual Debt Service requirements on Parity Bonds; and

(f) The certificate required by paragraph (e) above shall be on a projection of Captured Appraised Value using either (i) a certificate of each of Harris County Appraisal District and Montgomery Central Appraisal District showing certified values, adjusted for exemptions, or (b) estimated or preliminary values provided by each of Harris County Appraisal District and Montgomery Central Appraisal District, adjusted for exemptions and losses due to protests based on historical data based on a three-year average of such reductions.

Section 3.03 Subordinate Lien Obligations. The Authority reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on all or part of the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the Parity Bonds. Such subordinate lien obligations will provide that they are payable from all or part of the Pledged Revenues only if and to the extent such amounts could otherwise be deposited to the Debt Service Reserve Fund (for Reserve Fund Surety Policy obligations) or to the Surplus Fund. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purposes.

Section 3.04 Declaration. It is hereby expressly declared that all revenues, receipts, moneys and other properties hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, covenants, agreements, uses and purposes set forth in this Indenture.

[END OF ARTICLE III]

ARTICLE IV.
FUNDS AND INVESTMENTS

Section 4.01 Creation of Funds. There are hereby created the following Funds:

- (A) Pledged Revenue Fund;
- (B) Debt Service Fund;
- (C) Debt Service Reserve Fund;
- (D) Project Fund;
- (E) Rebate Fund; and
- (F) Surplus Fund.

Each Fund, other than the Surplus Fund, shall be maintained by the Trustee separate and apart from all other funds of the Authority. The Authority, shall maintain its Surplus Fund at a depository of the Authority's selection and in accordance with the Tri-Party Agreement. The Pledged Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund and the Project Fund shall constitute trust funds which shall be held in trust by the Trustee solely for the benefit of the Owners of the Bonds.

Section 4.02 Pledged Revenue Fund. There is hereby created and established with the Trustee a fund to be designated the "Pledged Revenue Fund." Upon receipt of the Pledged Tax Increments, the Authority shall identify, segregate and deposit into the Pledged Revenue Fund all Pledged Revenues. Money in the Pledged Revenue Fund shall be held in trust by the Trustee and applied in the following manner and order of priority;

- (A) First, to the Debt Service Fund amounts necessary to make the amounts on deposit therein equal to the interest and Principal Installments due on the Bonds in the next twelve (12) month period;
- (B) Second, to the Debt Service Reserve Fund amounts required to attain the Reserve Requirement;
- (C) Third, to the payment of fees and expenses of the Trustee and Paying Agent/Registrar;
- (D) Fourth, to the extent directed by the Authority, to the Rebate Fund any amounts directed to be deposited therein; and
- (E) Fifth, to the Surplus Fund (subject to the direction of the Authority to transfer money to the Project Fund pursuant to Section 4.05) for use by the Authority for any lawful purpose. Moneys can be transferred from the Pledged Revenue Fund to the

Surplus Fund at any time provided that immediately prior to any such transfers the deposits required by Sections 4.02(A) through (C) above have been made or provided for.

Section 4.03 Debt Service Fund. There is hereby created and established with the Trustee a fund to be designated the “Debt Service Fund.” Money in the Debt Service Fund shall be held in trust by the Trustee. The Authority shall deposit or cause to be deposited into the Debt Service Fund accrued interest on the Bonds, capitalized interest on the Bonds, transfers from the Pledged Revenue Fund as provided in Section 4.02, transfers from the Debt Service Reserve Fund as provided in Section 4.04, and, to the extent necessary, other Pledged Revenues, in such amounts and at such times to provide amounts necessary to pay interest and Principal Installments due on the Bonds. The Trustee shall transfer on each Interest Payment Date and each Principal Installment Payment Date to the Paying Agent/Registrar such amounts in the Debt Service Fund to pay Principal Installments and interest on the Bonds as the same becomes due. The Trustee shall make all such transfers such that the Authority shall be in compliance with the Principal and Interest Guidelines in the Operational Arrangement of the Depository Trust Company, as amended from time to time, to the extent that such guidelines are applicable.

Section 4.04 Debt Service Reserve Fund. There is hereby created and established with the Trustee a fund to be designated the “Debt Service Reserve Fund.” Money in the Debt Service Reserve Fund shall be held in trust by the Trustee for the equal and ratable benefit of all Owners of Bonds. The Debt Service Reserve Fund shall initially be funded as provided in the Bond Resolutions.

(A) If, on any Interest Payment Date or Principal Installment Payment Date, after transferring funds to the Debt Service Fund as provided in Section 4.02, the Debt Service Reserve Fund contains amounts less than the Reserve Requirement, the Trustee shall withdraw from the Pledged Revenue Fund and deposit into the Debt Service Reserve Fund the amount required to attain the Reserve Requirement. If there are not sufficient funds in the Pledged Revenue Fund to fund the Reserve Requirement, the Trustee shall deposit into the Debt Service Reserve Fund all interest and income earned from the investment of amounts credited to the Debt Service Reserve Fund until the Reserve Requirement is again attained.

(B) So long as the Debt Service Reserve Fund contains amounts at least equal to the Reserve Requirement, all earnings on the Debt Service Reserve Fund shall be transferred and deposited, as collected, into the Debt Service Fund.

(C) Amounts deposited into the Debt Service Reserve Fund (i) shall be used to pay interest on or Principal Installments of the Bonds when insufficient funds are available for such purpose in the Debt Service Fund or (ii) may be applied toward the payment of interest on or Principal Installments of Bonds in connection with the refunding or redemption of such Bonds.

(D) The Authority expressly reserves the right at any time to satisfy all or part of the Reserve Requirement by obtaining for the benefit of the Debt Service Reserve Fund one or more Reserve Fund Surety Policies subject to the requirements of Article XI. In the event the Authority elects to substitute at any time a Reserve Fund Surety Policy for any

funded amounts in the Debt Service Reserve Fund, it may apply any Bond proceeds thereby released, to the greatest extent permitted by law, to any purposes for which the Bonds were issued and any other funds thereby released to any purposes for which such funds may lawfully be used, including the payment of debt service on the Bonds. The premium for any Reserve Fund Surety Policy shall be paid from Bond proceeds or other funds of the Authority lawfully available for such purpose. Any Reserve Fund Surety Policy shall be authorized by resolution. All amounts deposited in or required to be deposited in the Debt Service Reserve Fund may be used to pay obligations incurred to providers of Reserve Fund Surety Policies, including amounts advanced thereunder, interest on such advances and related costs and expenses.

Section 4.05 Project Fund. There is hereby created and established with the Trustee a fund to be designated the “Project Fund.” Subaccounts may be established and created as the Authority deems appropriate. The Project Fund and any subaccounts thereof, shall initially be funded as provided in the Bond Resolutions. Moneys can be transferred from the Pledged Revenue Fund to the Project Fund (instead of the Surplus Fund), at the discretion and written direction of the Authority given at the time moneys are received in the Pledged Revenue Fund, provided that immediately prior to any such transfers the deposits required by Sections 4.022(a) through (d) above have been made or provided for.

(A) The money and securities in the Project Fund shall be held in trust by the Trustee and applied as provided herein and until such application, the money and securities in such fund shall be subject to a lien and charge in favor of the Owners of the Bonds.

(B) The Trustee is hereby authorized and directed to make disbursements from the Project Fund and any subaccounts thereof and to issue its checks therefor or otherwise pay upon receipt of a requisition in accordance with Section 4.05(B). The Trustee shall keep and maintain adequate records pertaining to the Project Fund and its subaccounts and all disbursements therefrom.

(C) The Trustee shall use money in the Project Fund solely to pay or reimburse the Authority for Project Costs including Costs of Issuance and the repayment of any loans, notes or other obligations used to finance Project Costs. Before any payment shall be made from the Project Fund, there shall be filed with the Trustee, if in connection with the issuance of a Series of Bonds a closing memorandum or other instruction letter regarding the disbursement of bond proceeds, or else a completed requisition, in the form attached hereto as Exhibit A, signed by an Authorized Representative of the Authority. Upon receipt of such closing memorandum or requisition, the Trustee shall make payment from the Project Fund in accordance therewith.

Section 4.06 Surplus Fund. Subject to the provisions of Section 4.02(D), there shall be deposited into the Surplus Fund any amounts remaining in the Pledged Revenue Fund. After transfer to the Surplus Fund, such amounts may be used by the Authority for any lawful purpose free from the lien and pledge of this Indenture.

Section 4.07 Rebate Fund.

(A) Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien created by the Indenture. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount directed by the Authority in writing to be transferred thereto.

(B) Within five days after each transfer of funds to the Rebate Fund necessary to meet any applicable requirements of the Bond Resolutions to maintain tax exempt status or this Section 4.07, the Trustee shall withdraw from the Rebate Fund and pay to the United States the balance of the Rebate Fund. All payments to the United States pursuant to this Section shall be (i) made by the Trustee for the account and in the name of the Authority, (ii) paid by check mailed by registered mail (return receipt requested), addressed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 (or such other Service Center as may be designated by the Internal Revenue Service from time to time), and (iii) accompanied by the relevant Internal Revenue Service Form 8038-T provided by the Authority.

(C) The Trustee shall preserve copies (either in original form or by image) of all statements and forms received from the Authority pursuant to this Indenture and all records maintained by it of transactions in the Rebate Fund and shall deliver such materials to the Authority within 60 days following the discharge of the last of the Bonds.

(D) The Trustee may in good faith conclusively rely on the instructions of the Authority with regard to any actions to be taken by it pursuant to this Section and shall have no liability for any consequences of any failure of the Authority to supply accurate or sufficient instructions.

(E) If at any time during the term of this Indenture the Trustee or the Authority desires to take any action that would otherwise be prohibited by the terms of this Section, such person will be permitted to take such action only if it shall first obtain and provide to the other person named herein an opinion of Bond Counsel (acceptable to both the Trustee and the Authority) to the effect that such action will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes and shall be in compliance with the laws of the State of Texas and the terms of this Indenture.

Section 4.08 Investments; Earnings. Monies deposited into the Pledged Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, and the Project Fund shall be invested and reinvested in Eligible Investments as directed in writing to the Trustee by the Authority; provided that all such Eligible Investments shall be directed by the Authority in such manner that the money required to be extended from any Fund will be available at the proper time or times.

(A) All investments and any profits realized from or interest accruing on such investments shall belong to the Fund from which the monies for such investments were taken (except as otherwise expressly provided in this Indenture). All losses on investments shall be charged against the Fund to which such investments are credited. The Trustee shall have the right to have sold in the open market a sufficient amount of any such

investments at any time that a Fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such Fund. The Trustee shall not be liable or responsible for any loss resulting from any such investment or resulting from the sale of any such investment as herein authorized.

(B) At the direction of the Authority, a portion of the investment income from any Fund may be paid directly to the Rebate Fund, free and clear of the lien and pledge of this Indenture, for payment to the United States pursuant to Section 4.07 in order to maintain the tax-exempt status of the Bonds.

(C) The Trustee may make any investment through its or an affiliate's investment department, and the Trustee or such affiliate may receive compensation in connection with such investments. As amounts invested are needed for disbursement from any Funds, the Trustee shall cause a sufficient amount of the investments credited to that Fund to be redeemed or sold and converted into cash to the credit of that Fund. Securities transaction charges incident to any purchase, sale, or redemption of Eligible Investments shall be charged to the Authority.

(D) The Authority by its execution of this Indenture covenants to restrict the investment of money in the Funds created under this Indenture in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to their original purchaser, so that the Bonds will not constitute arbitrage bonds under the Code and the Regulations, and the Trustee hereby agrees to comply with the Authority's instructions with respect to the investment of money in the Funds created under this Indenture.

(E) The Authority has covenanted to provide the Trustee with written instructions to assure that any amounts that, in accordance with the Code and applicable regulations, are required to be invested at a restricted yield will be invested either (i) in Exempt Securities or (ii) at a yield that is not materially higher than the yield on the Bonds, determined in accordance with the Code and applicable Regulations, unless in the opinion of Bond Counsel, investment of such at a higher rate will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. For the purpose of applying this Section, amounts on deposit in each Fund shall be accounted for on a first in, first out basis. The Trustee, at the Authority's direction, is authorized to yield restrict any investment in accordance with Article VIII of the Bond Resolutions.

(F) For the purpose of determining the amount on deposit to the credit of any such Fund, obligations in which money in such Fund shall have been invested shall be valued at the Fair Market Value. The Trustee shall provide a valuation of the Eligible Investments in the Funds established under this Indenture as of the last Business Day of each month.

[END OF ARTICLE IV]

ARTICLE V.
COVENANTS OF THE AUTHORITY

Section 5.01 Payment of Bonds and Performance of Obligations.The Authority covenants to promptly pay or cause to be paid the Principal Installment of, redemption premium, if any, and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and the Bond Resolutions; to pay when due all fees, charges and other amounts due to the Trustee and the Paying Agent/Registrar for the discharge of their duties hereunder; and to faithfully keep and perform all of its covenants, undertakings and agreements contained in this Indenture, the Tri-Party Agreement, the Bond Resolutions and the Bonds.

Section 5.02 Recordation and Execution of Security Instruments.The Authority covenants to cause this Indenture, any supplemental indentures, and all other security instruments, financing statements and supplements thereto that may be necessary, to be filed, recorded and refiled, in such manner, at such times and in such places as may be required by law in order to fully preserve and protect the rights and security of the Owners of the Bonds and to perfect and preserve the lien of this Indenture. Without limiting the generality of the foregoing, the Authority shall execute and deliver such additional instruments and perform such additional acts as may be necessary and proper after the execution of this Indenture and to transfer to any successor Trustee or Trustees the assets, powers, instruments and funds held in trust hereunder and to confirm the lien of this Indenture with respect to any Bond or Bonds, and shall take all action that may at any time be necessary, in the opinion of the Trustee, to secure the interests of the Owners of the Bonds.

Section 5.03 Title; Encumbrances of Pledged Revenues.The Authority covenants that it has good and indefeasible title to the Pledged Tax Increments, subject to the assignments and pledges contained herein. So long as any Bonds remain Outstanding, except as permitted by this Indenture (including, particularly, Sections 3.02 and 3.03 hereof), the Authority covenants not to sell, transfer, assign, pledge, encumber, mortgage or otherwise dispose of, directly or indirectly, by merger or otherwise, or cause or suffer same, or create or allow to accrue to exist any lien upon, all or any part of its interest in the Pledged Revenues or any portion thereof, except for the lien of this Indenture.

Section 5.04 Pledged Revenues Not Encumbered.(a) The Pledged Revenues are not in any manner pledged to the payment of any debt or obligation of the Authority other than the Bonds. The Authority covenants that it will not in any manner pledge or further encumber the Pledged Revenues unless such pledge or encumbrance is junior and subordinate to the lien and pledge hereunder securing the Bonds.

(b) Provided, however, the lien on, pledge of, and rights in and to the Pledged Tax Increments established, made, and granted in Article II of this Indenture and this Section 5.04 constitutes a lien thereon, subject only to the rights, if any, of the holders of bonds or other obligations that have been heretofore or are hereafter issued by a Participant that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the Participant.

Section 5.05 Collection of Pledged Tax Increments. Subject to the provisions of applicable law and the Tri-Party Agreement, the Authority covenants and agrees to use its best efforts to cause each Participant to pay to the City, when due, all Pledged Tax Increments to provide for the payment of principal of an interest on the Bonds.

Section 5.06 Amendment of Tri-Party Agreement. The Authority covenants not to cause any amendment of the Tri-Party Agreement that will in any manner materially impair the rights of the Owners of the Bonds.

[END OF ARTICLE V]

ARTICLE VI.

DEFAULT AND REMEDIES

Section 6.01 Events of Default. An Event of Default hereunder shall consist of any of the following acts or occurrences:

(A) failure to pay when due Principal Installments or interest on any Tax Increment Contract Revenue Bond; or

(B) failure to deposit to the Debt Service Fund money sufficient for the payment of any Principal Installments or interest payable on the Bonds by no later than the date when such Principal Installment or interest becomes due and payable.

Section 6.02 Notices. In order to provide the Authority with information with respect to its obligations under this Indenture, the Trustee shall provide the Authority the following notices:

(A) Notice of any draws upon the Debt Service Reserve Fund which are required to be transferred to the Debt Service Fund for the payment of Principal Installments of or interest on any Bonds, together with the description of the amount drawn; and

(B) Notice of transfers to the Surplus Fund pursuant to Section 4.02 and Section 4.06.

Section 6.03 Notice of Default. The Trustee shall also be required to give reasonably prompt notice to the Authority and any insurer of Bonds of the occurrence of any Event of Default hereunder of which the Trustee has actual knowledge, but in no event shall the Trustee provide notice to the Authority in excess of five (5) Business Days after the Trustee first has actual knowledge of such Event of Default.

Section 6.04 Remedies in General. If an Event of Default hereunder shall occur and be continuing then, in addition to all of the other rights and remedies granted to the Trustee hereunder, the Trustee, subject to the provisions of this Indenture, may, and at the direction of the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding, shall proceed to protect and enforce its rights and the rights of the Owners of Bonds by suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture, the Bond Resolutions or the Bonds or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or such Owners of the Bonds, including, without limitation, the right to seek a writ of mandamus issued by a court of competent jurisdiction compelling the members of the Board or other officers of the Authority or any Participant to make payment of the pledged Tax Increment (but only from and to the extent of the sources provided in this Indenture and the Participant Contracts) or to observe and perform such covenant, obligations or conditions of this Indenture or the Tri-Party Agreement.

Section 6.05 Appointment of Receivers. If an Event of Default hereunder shall occur and be continuing, and upon filing of a bill in equity or commencement of other judicial proceedings to enforce the rights of the Trustee and the Owners hereunder, the Trustee shall be entitled as a matter of right, and to the extent permitted by law, to the appointment of a receiver or receivers of the Pledged Revenues and the income, rents, profits and use thereof pending such proceedings, with such powers as the court making such appointment shall confer.

Section 6.06 Trustee May Act Without Possession of Bonds. All rights of action under this Indenture or under any Bonds may be enforced by the Trustee without possession of any of the Bonds or the production thereof on any trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name, as Trustee for the ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

Section 6.07 Trustee as Attorney in Fact. The Trustee is hereby appointed (and the Owners of the Bonds, by taking and owning same from time to time, shall be deemed to have so appointed the Trustee) the true and lawful attorney in fact of the Owners of the Bonds, to make or file, in the names of the Owners of the Bonds, or in behalf of all Owners of the Bonds as a class, any proof of debt, amendment to proof of debt, petition or other document, and to do and perform any and all acts and things for and in the name of the Owners of the Bonds as a class as may be necessary or advisable, in the judgment of the Trustee, in order to have the claims of the Owners of the Bonds against the Authority approved in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceedings to which the Authority shall be a party and to receive payment of or on account of such claims. Any such receiver, assignee, liquidator or trustee is hereby authorized by each of the Owners to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due for compensation and expenses of the Trustee, including counsel fees, incurred up to the date of such distribution, and the Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 6.08 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee 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 or under the Bonds, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.09 Limitation on Suits. All rights of action in respect of this Indenture shall be exercised only by the Trustee, and no Owner of any Bond secured hereunder shall have any right to institute any suit, action or proceeding at law or in equity for the appointment of a receiver or for any other remedy hereunder or by reason hereof, unless and until the Trustee shall have received written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and shall have been furnished reasonable indemnity and shall have refused or neglected for ten (10) days thereafter to institute such suit, action or proceedings. The making of such request and the furnishing of such indemnity shall in each and every case be conditions precedent to the execution and enforcement by any Owner of

any Bond of the powers and remedies given to the Trustee hereunder and to the institution and maintenance by any such Owner of any action or cause of action of the appointment of a receiver of for any other remedy hereunder.

Nothing contained in this Article, however, shall affect or impair the right of any Owner, which shall be absolute and unconditional, to enforce the payment of the Principal Installments and interest on the Bonds of such Owner, but only out of the moneys for such payment as herein provided, or the obligation of the Authority, which shall also be absolute and unconditional, to make payment of the Principal Installments and interest on the Bonds issued hereunder, but only out of the funds provided herein for such payment, to the respective Owners thereof at the time and place started in said Bonds.

Section 6.10 Right of Owners of the Bonds to Direct Proceedings. Notwithstanding any provision of this Indenture to the contrary, the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, subject to the provisions of Article X, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee or any other proceedings hereunder; provided, however, that such direction shall not be contrary to law or the provisions of this Indenture, and the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability or would be unjustly prejudicial to the Owners of the Bonds not consenting.

Section 6.11 Restoration of Rights and Remedies. If the Trustee or any Owner of a Bond has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Owner of a Bond, then and in every such case the Authority, the Trustee and the Owners of the Bonds shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Owners of the Bonds shall continue as though no such proceeding had been instituted.

Section 6.12 Waiver of Stay or Extension Laws. To the extent that it may lawfully do so, the Authority covenants that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of any stay or extension law whenever or wherever enacted, which may affect the covenants of the performance of this Indenture. The Authority also covenants that it will not otherwise hinder, delay or impede the execution of any power herein granted to the Trustee.

Section 6.13 Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon any Event of Default hereunder shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Owners of the Bonds, as the case may be.

[END OF ARTICLE VI]

ARTICLE VII. DISCHARGE

Section 7.01 Discharge by Payment. When all Bonds have been paid in full as to principal and as to interest and premium, if any, or when all Bonds have become due and payable, whether at maturity or by prior redemption or otherwise, and the Authority shall have provided for the payment of the whole amount due or to become due on all Bonds then outstanding, including all interest which has accrued thereon or which may accrue to the date of maturity or redemption by depositing with the Trustee or the Paying Agent/Registrar, the payment of such outstanding Bonds and the interest thereon and any premium which may be due thereon, the entire amount due or to become due thereon, or amounts and investments sufficient to provide for such payment as provided in the Bond Resolutions, and the Authority shall also have paid or caused to be paid all sums payable hereunder by the Authority, including the compensation due or to become due the Trustee, then the Trustee shall, upon receipt of a letter of instructions from the Authority requesting the same, discharge and release the lien of this Indenture and execute and deliver to the Authority such releases or other instruments as shall be required to release the lien hereof.

Section 7.02 Discharge by Deposit. Except as limited by the terms of a Bond Resolution with respect to any Series of Bonds, the Authority may discharge its obligation to the Owners of any or all of the Bonds to pay principal, interest and redemption premium (if any) thereon in any manner then permitted by law, including, but not limited to, by depositing with any paying agent for such Bonds either: (i) cash in an amount equal to the principal amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption, or (ii) pursuant to an escrow or trust agreement, cash and/or Investments (as defined below) in principal amounts and maturities and bearing interest at rates sufficient (in the opinion of an independent certified public accountant) to provide for the timely payment of the principal amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption; provided, however, that if any of the Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in the Bond Resolution authorizing such Bonds. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid.

For the purpose of this Section 7.02, "Investments" means:

- (a) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States;
- (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Authority authorizes the discharge by deposit of any or all of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and
- (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Authority authorizes the discharge by deposit of any or all of the Bonds are rated as to investment quality by a nationally recognized investment rating firm of not less than AAA or its equivalent.

[END OF ARTICLE VII]

ARTICLE VIII. THE TRUSTEE

Section 8.01 Acceptance of Trusts. The Trustee, for itself and its successors, hereby accepts the trusts under this Indenture, but only upon the following terms and conditions set forth in this Article.

(a) Notwithstanding any provision of the Indenture to the contrary, prior to an Event of Default hereunder, and after the curing of any such Event of Default, the Trustee shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case of an Event of Default which has not been cured, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise thereof as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon the truth, completeness and accuracy of the letters of instruction, statements, certificates, opinions, certified resolutions and other certified showings conforming to the requirements of this Indenture.

(c) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it, by or through attorneys or agents selected by it with reasonable care, and shall be entitled to, and shall be protected in relying upon, advice of counsel concerning all matters of trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys and agents as may reasonably be required and employed in connection with the trusts hereof, and the Trustee shall not be responsible for the acts or negligence of such attorneys, agents or counsel, if selected with reasonable care.

(d) The Trustee shall not be responsible for any recitals herein, in the Bond Resolutions or in the Bonds. The Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions and agreements contained in this Indenture, the recitals and statements of fact and warranties contained in this Indenture, the Bond Resolutions and in the Bonds shall be taken as statements by the Authority and shall not be considered as made by or as imposing any obligation or liability upon the Trustee.

(e) Except as otherwise provided in this Indenture, the Trustee shall not be bound to recognize any person as an Owner of any Bond or to take action at such persons request, unless such person's name appears as the Registered Owner of such Bond in the Register.

(f) Except as otherwise expressly provided by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any bond or to the Authority or any other person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish same unless obligated or required to do so by express provision of the provisions hereof.

(g) Nothing herein contained shall relieve the Trustee from liability for its own negligent action or failure to act or its own willful misconduct, except that the Trustee shall not

incur any liability (i) for any error of judgment made in good faith by a responsible officer or responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts, or (ii) in respect of any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of the percentage of the Bonds specified herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

(h) None of the provisions contained in this Indenture shall require the Trustee to advance, expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise at any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it by the security afforded to it by the terms of this Indenture.

(i) The Trustee shall have no responsibility with respect to any information in any official statement, offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with securities laws in connection with the issuance and sale of the Bonds.

(j) In the event the Trustee shall receive inconsistent or conflicting requests and indemnity from two or more groups of Owners, each representing less than a majority of the aggregate principal amount of the Bonds then Outstanding, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

(k) Except as otherwise specifically provided by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any Tax Increment Revenue Bond or to the Authority or any other person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish same unless obligated or required to do so by express provisions hereof.

(l) The Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Indenture.

(m) Until termination of this Indenture, the Trustee shall file continuation statements at the Authority's expense if required to continue in effect any Uniform Commercial Code financing statement filed with the Secretary of State of the State of Texas listing the Trustee as the secured party and the Authority as the debtor. The Authority shall be responsible for the reasonable costs incurred by the Trustee in the preparation and filing of all such continuation statements hereunder. Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. In addition, unless the Trustee shall have been notified in writing by the Authority that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (i) conclusively relying on such initial filing and descriptions in filing any financing

or continuation statements or modifications thereto pursuant to this Section and (ii) filing any continuation statements in the same filing offices as the initial filings were made.

Section 8.02 Reliance by Trustee. To the extent not prohibited by this Article, the Trustee may rely and shall be protected in acting upon, any letters of instruction, statements, certificates, certified resolutions, opinions, notices, consents, orders, appraisals, reports, policies, bonds or other papers or documents believed by it to be genuine and to have been signed or presented to it by the proper person or persons, and the Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of an action taken or suffered by the Trustee hereunder in good faith and in conformity with the opinion of such counsel. Notwithstanding the foregoing, upon receipt by the Trustee of documents furnished to it by the Authority which are specifically required to be delivered under this Indenture, the Trustee shall examine the same to determine whether they conform to the requirements of this Indenture, however, the Trustee shall have no obligation to analyze the same or evaluate their substance.

Section 8.03 Certificate of the Authority as Proof. Whenever in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, then, in the absence of bad faith on the part of the Trustee, and unless other evidence in respect thereof be herein specifically prescribed, and unless an Event of Default hereunder, to the actual knowledge of the Trustee, shall have occurred and be continuing, such matter may be deemed to be conclusively proved and established by a certificate of the Authority, executed by the Chair of the Authority and delivered to the Trustee, and such certificate shall be full warranty to the Trustee for any action taken as suffered by it under the provisions at this Indenture in reliance thereon.

Section 8.04 Trustee May Own Bonds. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds or other certificates or evidences of ownership or pledge thereof issued hereunder, with the same rights it would have if it were not the Trustee.

Section 8.05 Compensation of Trustee. The Authority shall pay to the Trustee in a timely manner all reasonable fees, charges and expenses of the Trustee (including the reasonable fees, charges and expenses of its agents and counsel) for the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, including the ordinary and extraordinary services performed by the Trustee under this Indenture. Whenever the Trustee incurs expenses or renders services in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation of such services are intended to constitute expenses of administration under any bankruptcy or insolvency law or law relating to creditors' rights generally.

Section 8.06 Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owners of a majority in principal amount of the Bonds then Outstanding and delivered to the Trustee, with notice thereof given to the Authority, subject to the provisions of Article X.

Section 8.07 Resignation of Trustee. The Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice to the Authority and by providing written notice to the Owners of its intended resignation at least sixty (60) days in advance thereof. Such notice shall specify the date on which such resignation shall take effect and shall be sent by first class mail, postage prepaid to each Registered Owner of Bonds. Resignation by the Trustee shall not take effect unless and until a successor to such Trustee shall have been appointed as hereinafter provided.

Section 8.08 Appointment of Successor Trustee. In case the Trustee hereunder shall resign, or shall be removed or dissolved, or shall be in the course of dissolution or liquidation, or shall otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under control of any public officer or officers or a receiver appointed by a court, a successor may be appointed by the Owners of a majority in principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing, signed by such Owners or their duly authorized representatives and delivered to the Trustee, with notice thereof given to the Authority; provided, however, that in any of the events above mentioned, the Authority may nevertheless appoint a temporary Trustee to fill such vacancy until a successor shall be appointed by the Owners in the manner above provided, and any such temporary Trustee so appointed by the Authority shall immediately and without further act be automatically succeeded by the successor to the Trustee appointed by the Owners. The Authority shall provide written notice to the Owners of the appointment of any successor Trustee, whether temporary or permanent, in the manner provided in the preceding Section of this Indenture for providing notice of the resignation of the Trustee. Any successor Trustee or temporary Trustee shall be a trust company or bank in good standing located in or incorporated under the laws of the State of Texas duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$100,000,000.

In the event that no appointment of a successor Trustee is made by the Owners or by the Authority pursuant to the foregoing provisions of this Section at the time a vacancy in the office of the Trustee shall have occurred, the Owner of any Bond issued hereunder or the retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee and such court may thereupon, after such notice as it shall deem proper, if any, appoint a successor Trustee.

Section 8.09 Powers of Successor Trustee. Each successor Trustee appointed hereunder shall execute acknowledge and deliver to its predecessor and to the Authority, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor, but such predecessor Trustee shall nevertheless on the written request of the Authority, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder. Each predecessor Trustee shall immediately deliver all properties, securities and moneys held by it to its successor; provided, however, that before any such delivery is required or made, all proper fees, advances and expenses of the predecessor Trustee shall be paid in full. Should any deed, conveyance or instrument in writing be required from the Authority by any successor Trustee for properties, rights, powers,

trusts, duties and obligations hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Trustee, appointing a successor Trustee hereunder, together with all deeds, conveyances and other instruments provided for in this Article shall, at the expense of the Authority, be properly filed or recorded and a copy thereof shall be filed with such successor Trustee, together with a statement showing such filing or recordation.

Section 8.10 Merger Conversion or Consolidation of Trustee. Notwithstanding any provision hereof to the contrary, any corporation or association into which the Trustee may be merged or converted, or with which it may be consolidated, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, shall be the successor Trustee under this Indenture without the execution or filing of any instrument or any other act on the part of any of the parties hereto.

Section 8.11 Use of Electronic Means. “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Indenture and related financing documents and delivered using Electronic Means; provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light

of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

[END OF ARTICLE VIII]

ARTICLE IX.
MODIFICATION OF INDENTURE

Section 9.01 Supplemental Indentures. The Authority and the Trustee may, without the consent of the Owners of any of the Bonds, enter into one or more supplemental indentures, which shall form a part hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity, inconsistency or formal defect or omission in this Indenture;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners of the Bonds or the Trustee or either of them;
- (c) to subject to the lien of this Indenture additional revenue, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any supplemental indenture in such manner as to provide further assurances that interest on the Bonds will, to the greatest extent legally possible, be excludable from gross income for federal income tax purposes;
- (e) to obtain bond insurance for any Bonds;
- (f) to provide for one or more Reserve Fund Surety Policies;
- (g) to permit the assumption of the Authority's obligations hereunder by any other entity that may become the legal successor to the Authority; and
- (h) to issue any Parity Bonds or issue any bonds, notes or other obligations secured in whole or in part by liens on all or part of the Pledged Revenues that are junior and subordinate to the line on Pledged Revenues securing payment of the Parity Bonds;

provided, however that no provision in such supplemental indenture shall be inconsistent with this Indenture or shall impair in any manner the rights of the Owners of the Bonds.

Section 9.02 Supplemental Indentures Requiring Consent of Owners of the Tax Increment Revenue Bond. Except as otherwise provided in the preceding Section, any modification, change or amendment of this Indenture may be made only by a supplemental indenture adopted and executed by the Authority and the Trustee with the consent of the Owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding.

Notwithstanding the preceding paragraph of this Section, no modification, change or amendment to this Indenture shall, without the consent of the Owner of each Bond so affected, extend the time of payment of the Principal installments or interest thereon or reduce the Principal Installments or premium, if any, thereon or the rate of interest thereon, or make the Principal Installments or interest thereon payable in any coin or currency other than that hereinbefore provided, or deprive such Owner of the lien hereof on the revenues pledged hereunder. Moreover, without the consent of the Owner of each Bond then Outstanding, no modification, change or

amendment to this Indenture shall permit the creation of any lien on the revenues pledged hereunder equal or prior to the lien hereof, or reduce the aggregate principal amount of Bonds, the Owners of which are required to approve any such modification, change or amendment of this Indenture.

Section 9.03 Consents. Consents required pursuant to this Article shall be valid only following the giving of notice by or on behalf of the Authority requesting such consent, setting forth the substance of the supplemental indenture in respect of which such consent is sought and stating that copies thereof are available at the office of the Trustee for inspection, to the Owners of Bonds whose consent is required in accordance with the provisions of this Article. Such notice shall be given by sending such notice by first-class mail, postage prepaid, to the Registered Owners of such Bonds. Any consent or other action by an Owner of any Bond in accordance with this article shall bind every future owner of the same Bond and the Owner of any Bond issued in exchange therefore or in lieu thereof. Notwithstanding anything else herein, if a supplemental indenture is to become effective under Section 9.02 on the same date as the date of issuance of Additional Bonds, the consents of the underwriters or the purchasers of such Additional Bonds shall be counted for purposes of Section 9.02 and this Section.

Section 9.04 Opinion. In executing or accepting any supplemental indenture permitted by this Article or any modification of this Indenture, the Trustee may rely, and shall be fully protected in relying upon, an opinion of counsel acceptable to it stating that the execution of such supplemental indenture or modification of this Indenture is authorized or permitted by this Indenture and complies with the terms thereof.

[END OF ARTICLE IX]

ARTICLE X.
GENERAL PROVISIONS

Section 10.01 Proof of Execution of Writings and Ownership. Any instrument provided in this Indenture to be signed or executed by the Owners of all or any portion of the Bonds may be in any number of writings of similar tenor and may be signed or executed by such Owners in person or by their duly authorized representatives. Proof of the execution of any such instrument, or of the writing appointing any such agent, or of the ownership of any Bond, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Authority and the Trustee with respect to any actions taken by either under such instruments if:

(a) the fact and date of the execution by any person of any such instrument is proved by (i) a certificate of any officer of any jurisdiction who by law has power to take acknowledgments of deeds within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof or (ii) an affidavit of a witness of such execution; and

(b) the ownership of any Bond registered as to both principal and interest is proved by the registration books kept by the Paying Agent/Registrar.

Section 10.02 Benefits of Indenture. The covenants, stipulations and agreements contained in this Indenture are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Owners of the Bonds, and nothing in this Indenture expressed or implied shall be construed to confer upon or give to any other person any right, remedy or claim under or by reason of this Indenture.

Section 10.03 No Individual Liability. No covenant or agreement contained in the Bonds or in this Indenture shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of the Authority to his individual capacity, and neither the officers, agents, employees or representatives of the Authority nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability or accountability by reason of the issuance thereof, whether by virtue of any constitution, statute or rule of law, by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the execution of this Indenture, the adoption of the Bond Resolutions and the issuance of the Bonds.

Section 10.04 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Indenture to be given to or filed with the Trustee or the Authority shall be deemed to be effective for all purposes of this Indenture if and when sent by (i) personal delivery, to the persons designated below at the address designated below (ii) registered or certified mail, postage prepaid, to the address specified below or (iii) facsimile transmission to the number specified below with confirmation of receipt by telephone, or to such other person, at such other address or to such other number as may be designated in writing by the parties:

Trustee:	Regions Bank
	3773 Richmond Avenue, Suite 1100
	Houston, Texas 77046

Attention: Corporate Trust
Facsimile: (832) 492-5293
Telephone: (713) 244-8043

Authority: Lake Houston Redevelopment Authority
c/o

Telephone:
Email:

With a copy to: Hunton Andrews Kurth LLP
Houston, Texas 77002
Telephone: (713) 220-4200
Email: markarnold@HuntonAK.com
Attn. Mr. Mark Arnold

Section 10.05 Governing Law. This Indenture shall be governed in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with the laws of the State of Texas.

Section 10.06 Severability. If any provision of this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Bonds, the Bond Resolutions or in this Indenture shall for any reason be held to be usurious or otherwise in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law

Section 10.07 Successors and Assigns. This Indenture shall be binding upon the Authority and the Trustee and their successors and assigns.

Section 10.08 Execution in Several Counterparts. This Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

LAKE HOUSTON REDEVELOPMENT
AUTHORITY

Chair

ATTEST:

Secretary

Southwest Houston Redevelopment Authority
Indenture of Trust
Signature Page of Authority

REGIONS BANK, as Trustee

By: _____

Name: _____

Title: _____

Southwest Houston Redevelopment Authority
Indenture of Trust
Signature Page of Trustee

EXHIBIT A

FORM OF REQUISITION CERTIFICATE

Requisition no. _____

Date: _____

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046

Ladies and Gentlemen:

This certificate is provided to you pursuant to Section 4.05(b) of the Trust Indenture, dated as of [June 1], 2021 (the "Indenture"), between Lake Houston Redevelopment Authority (the "Issuer") and Regions Bank, as Trustee. The capitalized terms used in this certificate have the same meanings given such terms in the Indenture.

On behalf of the Issuer, I, the undersigned authorized officer of the Issuer, do hereby certify as follows:

(i) There has been expended, or will be expended within 90 days, on account of Project Costs, or there has been expended or incurred or estimated to have been incurred on account of Costs of Issuance, the following amounts which is (are) hereby requisitioned for disbursement:

Project Costs: \$ _____
Costs of Issuance: \$ _____

(ii) No other certificate in respect of the expenditures set forth in clause (i) above is being or has previously been delivered to the Trustee;

(iii) All amounts previously disbursed plus the amounts hereby requested to be disbursed from the Project Fund have been and will be used to pay Project Costs or Costs of Issuance;

(iv) No Event of Default under the Indenture has occurred and is continuing; and

(v) The portion of the amount requested that will be used in the trade or business of a person other than a governmental unit plus all previous amounts requested for use in the trade or business of a person other than a governmental unit does not exceed 5% of the net proceeds of the Bonds of the issue with respect to which the Project Fund referenced below was established.

You are hereby directed to pay the amounts (which total the amount requisitioned by clause (i) above) set forth on Attachment I hereto from the Project Fund to the persons set forth on Attachment I hereto in accordance with the payment instructions set forth on Attachment I hereto.

LAKE HOUSTON REDEVELOPMENT
AUTHORITY

By _____
Authorized Representative

ATTACHMENT TO REQUISITION NO _____

Amount

Payee

Payment Instructions

TAB

EIGHT

RESOLUTION APPROVING A LIQUIDITY RESERVE POLICY

WHEREAS, the Board of Directors (the “Board”) of Lake Houston Redevelopment Authority (the “Authority”) has determined that it is in the best interests of the Authority to adopt a liquidity reserve policy to assure it has sufficient liquidity for all its needs;

WHEREAS, the liquidity reserve is a critical element of the Authority’s financial planning to preserve cash flows and protect funds pledged to payment of debt service on the Authority’s bonds; and

WHEREAS, the Board desires to approve the liquidity reserve policy in the form attached hereto as Exhibit A (the “Policy”);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE HOUSTON REDEVELOPMENT AUTHORITY THAT:

Section 1. The Board hereby approves and adopts the Policy in the form attached as Exhibit A, which is incorporated herein for all purposes.

Section 2. The Authority shall include in its approved annual budget a liquidity reserve in accordance with the Policy.

Section 3. The Board hereby authorizes each of the officers and agents of the Authority to take all actions and execute and deliver, or to cause to be executed and delivered, any documents, instruments and certificates, as any such officers or agents, in their discretion, may deem necessary, advisable or appropriate to effectuate or carry out the obligations or responsibilities of the Authority under the Policy or the purpose and intent of this Resolution (as conclusively evidenced by the taking of such action or the execution and delivery of such documents, instruments and certificates).

Section 4. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

[remainder of page intentionally left blank]

APPROVED AND ADOPTED, May 13, 2021.

LAKE HOUSTON REDEVELOPMENT
AUTHORITY

By: _____
Chairman, Board of Directors

Attest:

By: _____
Secretary, Board of Directors

EXHIBIT A

LIQUIDITY RESERVE POLICY

Lake Houston Redevelopment Authority

Liquidity Reserve Policy

I. Statement of Purpose

Lake Houston Redevelopment Authority (the “Authority”) will maintain a liquidity reserve (the “Liquidity Reserve”) to assure it has sufficient liquidity for all its needs. The Liquidity Reserve is a critical element of the Authority’s financial planning to preserve cash flows and protect funds pledged to payment of debt service on the Authority’s bonds. The purpose of this policy to provide guidelines for the maintenance and use of the Liquidity Reserve.

II. Liquidity Reserve

The Authority shall maintain a Liquidity Reserve with a targeted minimum amount equal to \$5,380,000. The Liquidity Reserve may be satisfied by cash reserves, a bank liquidity facility, or any combination thereof. The Liquidity Reserve shall be reviewed by the Board annually, and the targeted minimum amount may be increased or decreased upon the recommendation of its financial advisor.

Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process. If the Liquidity Reserve falls below the targeted minimum amount set pursuant to this policy, the Authority shall include within its annual budget a plan to restore the Liquidity Reserve to the targeted minimum amount over the following year.

Dated: May 13, 2021

TAB

NINE

TIRZ 10	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
City	\$ 5,710,123	\$ 5,906,730	\$ 6,159,578	\$ 6,421,793	\$ 6,693,725	\$ 6,975,740	\$ 7,268,218	\$ 7,571,552
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 14,661,823	\$ 15,259,756
ISD - Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INCREMENT REVENUES (1)	\$ 17,774,621	\$ 17,971,228	\$ 18,224,076	\$ 18,486,291	\$ 18,758,223	\$ 19,040,238	\$ 21,930,041	\$ 22,831,308
CITY OF HOUSTON	\$ -	\$ -	\$ 9,455,000	\$ -	\$ -	\$ -	\$ -	\$ -
GRANT PROCEEDS (5)	\$ -	\$ -	\$ -	\$ 34,507,926	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST INCOME	\$ 167,311	\$ 155,000	\$ 79,000	\$ 17,154	\$ 1,444	\$ 30,987	\$ 37,455	\$ 45,162
PROCEEDS FROM BANK LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RESOURCES	\$ 17,941,932	\$ 18,126,228	\$ 27,758,076	\$ 53,011,371	\$ 18,759,667	\$ 19,071,224	\$ 21,967,495	\$ 22,876,470
ISD Education Set-Aside	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498	\$ 14,661,823	\$ 15,259,756
Municipal Services	\$ 205,530	\$ 205,530	\$ 205,530	\$ 205,530	\$ 205,530	\$ 205,530	\$ 205,530	\$ 205,530
Administrative Fees								
City	\$ 285,506	\$ 295,337	\$ 307,979	\$ 321,090	\$ 334,686	\$ 348,787	\$ 363,411	\$ 378,578
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFERS	\$ 12,555,534	\$ 12,565,365	\$ 12,578,007	\$ 12,591,118	\$ 12,604,714	\$ 12,618,815	\$ 15,230,764	\$ 15,843,864
Management Consulting Services	\$ 356,990	\$ 286,653	\$ 308,100	\$ 308,100	\$ 308,100	\$ 308,100	\$ 308,100	\$ 308,100
Bond Series 2021 - Principal	\$ -	\$ -				\$ 1,045,000	\$ 1,095,000	\$ 1,155,000
Interest	\$ -	\$ -	\$ 1,128,853	\$ 1,587,450	\$ 1,587,450	\$ 1,561,325	\$ 1,507,825	\$ 1,451,575
Bond Series 2023 - Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 420,000	\$ 445,000
Interest	\$ -	\$ -	\$ -	\$ -	\$ 491,876	\$ 680,000	\$ 656,625	\$ 631,756
Bond Series ## - Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Series ## - Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Series ## - Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost of Issuance	\$ -	\$ -	\$ 715,070	\$ -	\$ 595,375	\$ -	\$ -	\$ -
BOND DEBT SERVICE - PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,445,000	\$ 1,515,000	\$ 1,600,000
BOND DEBT SERVICE - INTEREST	\$ -	\$ -	\$ 1,128,853	\$ 1,587,450	\$ 2,079,326	\$ 2,241,325	\$ 2,164,450	\$ 2,083,331
Loan Debt Service -								
Principal	\$ -	\$ -	\$ 22,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ 393,117	\$ 1,020,330	\$ -	\$ -	\$ -	\$ -	\$ -
Other Debt	\$ 181,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE	\$ 181,688	\$ 393,117	\$ 24,864,253	\$ 1,587,450	\$ 2,674,701	\$ 3,686,325	\$ 3,679,450	\$ 3,683,331
TOTAL EXPENSES	\$ 538,678	\$ 679,770	\$ 25,172,353	\$ 1,895,550	\$ 2,982,801	\$ 3,994,425	\$ 3,987,550	\$ 3,991,431
CASH FLOW FROM OPERATIONS	\$ 4,847,720	\$ 4,881,093	\$ (9,992,284)	\$ 38,524,703	\$ 3,172,152	\$ 2,457,984	\$ 2,749,182	\$ 3,041,175
BEGINNING FUND BALANCE (7)	\$ 13,732,212	\$ 23,259,828	\$ 31,091,571	\$ 13,564,046	\$ 5,617,945	\$ 14,583,212	\$ 16,085,459	\$ 17,878,902
DEBT ISSUANCE	\$ 10,500,000	\$ 11,500,000	\$ 47,529,253	\$ -	\$ 18,256,739	\$ -	\$ -	\$ -
FUNDS AVAILABLE FOR PROJECTS	\$ 29,079,932	\$ 39,640,921	\$ 68,628,540	\$ 52,088,749	\$ 27,046,836	\$ 17,041,197	\$ 18,834,640	\$ 20,920,077
Projects								
Friendswood	\$ 1,800,000	\$ 1,800,000	\$ 1,075,000	\$ -	\$ -	\$ -	\$ -	\$ -
Friendswood - Royal Brook	\$ 43,753	\$ 306,022	\$ 380,303	\$ 380,303	\$ 380,303	\$ 380,303	\$ 380,303	\$ 380,303
Holley-Guniganti	\$ -	\$ -	\$ -	\$ -	\$ 488,029	\$ -	\$ -	\$ -
Barrington	\$ 396,929	\$ 429,570	\$ 435,736	\$ 435,736	\$ 4,114,676	\$ -	\$ -	\$ -
Classic Contractors/Gene Mendel	\$ 139,641	\$ 148,721	\$ 171,943	\$ 171,943	\$ 1,793,158	\$ -	\$ -	\$ -
Amvest-Skylark	\$ 270,614	\$ 266,832	\$ 281,615	\$ 281,615	\$ 2,195,555	\$ -	\$ -	\$ -
Summit of Texas	\$ 59,710	\$ 65,386	\$ 65,315	\$ 65,315	\$ 402,646	\$ -	\$ -	\$ -
Meritage	\$ 307,712	\$ 286,366	\$ 309,342	\$ 309,342	\$ 2,513,822	\$ -	\$ -	\$ -
MainStreet - Lovett	\$ 80,218	\$ 89,664	\$ 361,358	\$ 361,358	\$ 361,358	\$ 361,358	\$ 361,358	\$ 361,358
Stratus - Kingwood Place			\$ 124,077	\$ 124,077	\$ 124,077	\$ 124,077	\$ 124,077	\$ 124,077
DEVELOPER AGREEMENTS	\$ 3,098,577	\$ 3,392,561	\$ 3,204,689	\$ 2,129,689	\$ 12,373,624	\$ 865,738	\$ 865,738	\$ 865,738
T-1006 Intersection/Pedestrian Safety Improvements	\$ 10,565	\$ 78,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1007 Northpark Drive TIP Application and Planning	\$ 4,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1008 Kingwood Drive at Willow Terrace	\$ 143,596	\$ 134,473	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
T-1013 Northpark Drive Overpass Project	\$ 2,417,145	\$ 4,943,356	\$ 47,864,132	\$ 66,908	\$ -	\$ -	\$ -	\$ -
T-1014A Northpark Drive Reconstruction CSJ:0912-72-618	\$ -	\$ -	\$ 1,540,152	\$ 19,935,008	\$ -	\$ -	\$ -	\$ -
T-1014B Northpark Drive Reconstruction CSJ:0912-37-245	\$ 145,655	\$ -	\$ 2,195,521	\$ 24,249,199	\$ -	\$ -	\$ -	\$ -
T-1015 Kingwood Drive at Woodland Hills Drive	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -
T-1099 Concrete Panel and Sidewalk Replacement Program	\$ -	\$ -	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ -
CAPITAL PROJECTS	\$ 2,721,527	\$ 5,156,789	\$ 51,859,805	\$ 44,341,115	\$ 90,000	\$ 90,000	\$ 90,000	\$ -
TOTAL PROJECTS	\$ 5,820,104	\$ 8,549,350	\$ 55,064,494	\$ 46,470,804	\$ 12,463,624	\$ 955,738	\$ 955,738	\$ 865,738
RESTRICTED Funds - Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED Funds - Contingency Liability	\$ -	\$ -	\$ 5,380,000	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ -	\$ -	\$ 4,194,775	\$ 5,282,026	\$ 7,377,012	\$ 7,375,031	\$ 7,376,137	\$ 7,376,137
Unrestricted Funds/Net Current Activity	\$ 23,259,828	\$ 31,091,571	\$ 3,989,271	\$ 335,919	\$ 7,206,200	\$ 8,710,428	\$ 10,502,765	\$ 12,678,202
Ending Fund Blance	\$ 23,259,828	\$ 31,091,571	\$ 13,564,046	\$ 5,617,945	\$ 14,583,212	\$ 16,085,459	\$ 17,878,902	\$ 20,054,339

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2022 BUDGET PROFILE

Fund Summary
Fund Name: Lake Houston Redevelopment Authority
TIRZ: 10
Fund Number: 7558/50

P R O F I L E	Base Year:	1997
	Base Year Taxable Value:	\$ 8,959,080
	Projected Taxable Value (TY2021):	\$ 1,308,245,968
	Current Taxable Value (TY2020):	\$ 1,262,294,311
	Acres:	3668.11
	Administrator (Contact):	Ralph De Leon
	Contact Number:	(832) 978-5910

N A R R A T I V E	Zone Purpose:
	Tax Increment Reinvestment Zone Number Ten, City of Houston, Texas was created to develop plans and programs to support and facilitate planned residential and commercial developments in a manner consistent with the Kingwood Association Service Plan, which annexed the area into the City of Houston.

P R O J E C T P L A N		Total Plan	Cumulative Expenses (to 6/30/20)	Variance
	Capital Projects:			
	Public Utilities	\$ 125,000,000	\$ 38,806,533	\$ 86,193,467
	Street Reconstruction	225,000,000	11,253,567	213,746,433
	Drainage and Detention	150,000,000	-	150,000,000
	Parks and Recreational Facilities	80,000,000	-	80,000,000
	Cultural and Public Facilities	25,000,000	7,710,269	17,289,731
	Economic Development Programs	25,000,000	-	25,000,000
	Wastewater Treatment	8,330,000	-	8,330,000
		-	-	-
	Total Capital Projects	\$ 638,330,000	\$ 57,770,369	\$ 580,559,631
	Affordable Housing	104,409,140	-	104,409,140
	Educational Facilities Project Costs	299,583,654	147,519,900	152,063,754
	Financing Costs	-	-	-
	Administration Costs/ Professional Services	3,000,000	2,671,124	328,876
	Creation Costs	260,000	260,000	-
	Total Project Plan	\$ 1,045,582,794	\$ 208,221,393	\$ 837,361,401

D E B T	Additional Financial Data	FY2021 Budget	FY2021 Estimate	FY2022 Budget
	Debt Service Other			
	Principal	\$ -	\$ -	\$ 23,128,853
	Interest	\$ -	\$ -	\$ -
	Balance as of 6/30/20		Projected Balance as of 6/30/21	Projected Balance as of 6/30/22
	Year End Outstanding (Principal)	\$ -	\$ -	\$ 47,529,253
	Bond Debt	\$ -	\$ -	\$ -
	Bank Loan	\$ 11,500,000	\$ 22,000,000	\$ -
	Line of Credit	\$ -	\$ -	\$ -
	Developer Agreement	\$ 3,392,561	\$ 3,392,561	\$ 3,204,689
	Other	\$ -	\$ -	\$ -

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2022 BUDGET DETAIL

Fund Summary
Fund Name: Lake Houston Redevelopment Authority
TIRZ: 10
Fund Number: 7558/50

TIRZ Budget Line Items	FY2021 Budget	FY2021 Estimate	FY2022 Budget
RESOURCES			
RESTRICTED Funds - Capital Projects	\$ 35,282,909	\$ 23,259,828	\$ 31,091,571
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ -	\$ -	\$ -
Beginning Balance	\$ 35,282,909	\$ 23,259,828	\$ 31,091,571
City tax revenue	\$ 5,907,493	\$ 5,906,730	\$ 6,159,578
County tax revenue	\$ -	\$ -	\$ -
ISD tax revenue	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498
ISD tax revenue - Pass Through	\$ -	\$ -	\$ -
Community College tax revenue	\$ -	\$ -	\$ -
Incremental property tax revenue	\$ 17,971,991	\$ 17,971,228	\$ 18,224,076
Miscellaneous revenue	\$ -	\$ -	\$ -
COH TIRZ interest	\$ 4,000	\$ 4,000	\$ 4,000
Interest Income	\$ 75,000	\$ 151,000	\$ 75,000
Other Interest Income	\$ 79,000	\$ 155,000	\$ 79,000
	\$ 9,455,000	\$ -	\$ 9,455,000
City of Houston	\$ 9,455,000	\$ -	\$ 9,455,000
	\$ -	\$ -	\$ -
Grant Proceeds	\$ -	\$ -	\$ -
	\$ -	\$ 11,500,000	\$ -
Proceeds from Bank Loan	\$ -	\$ 11,500,000	\$ -
	\$ 60,000,000	\$ -	\$ 47,529,253
Contract Revenue Bond Proceeds	\$ 60,000,000	\$ -	\$ 47,529,253
TOTAL AVAILABLE RESOURCES	\$ 122,788,900	\$ 52,886,056	\$ 106,378,900

**CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2022 BUDGET DETAIL**

Fund Summary
Fund Name: **Lake Houston Redevelopment Authority**
TIRZ: **10**
Fund Number: **7558/50**

TIRZ Budget Line Items	FY2021 Budget	FY2021 Estimate	FY2022 Budget
EXPENDITURES			
Accounting	\$ 15,000	\$ 16,349	\$ 20,000
Administration Salaries & Benefits	\$ 108,000	\$ 108,000	\$ 108,000
Auditor	\$ 11,000	\$ 10,750	\$ 11,000
Tax Consultant	\$ 12,000	\$ 12,675	\$ 12,000
Insurance	\$ 2,100	\$ 1,900	\$ 2,100
Office Administration	\$ 10,000	\$ 17,333	\$ 15,000
TIRZ Administration and Overhead	\$ 158,100	\$ 167,007	\$ 168,100
Engineering Consultants	\$ 100,000	\$ 9,256	\$ 50,000
Legal	\$ 60,000	\$ 88,640	\$ 90,000
Construction Audit	\$ 10,000	\$ 21,750	\$ -
Planning Consultants	\$ -	\$ -	\$ -
Program and Project Consultants	\$ 170,000	\$ 119,646	\$ 140,000
Management consulting services	\$ 328,100	\$ 286,653	\$ 308,100
Capital Expenditures (See CIP Schedule)	\$ 53,248,876	\$ 5,156,789	\$ 51,859,805
TIRZ Capital Expenditures	\$ 53,248,876	\$ 5,156,789	\$ 51,859,805
Friendswood	\$ -	\$ 1,800,000	\$ 1,075,000
Friendswood - Royal Brook	\$ 518,861	\$ 306,022	\$ 380,303
Holley-Guniganti	\$ 488,029	\$ -	\$ -
Barrington	\$ 4,117,676	\$ 429,570	\$ 435,736
Classic Contractors/Gene Mendel	\$ 1,793,158	\$ 148,721	\$ 171,943
Amvest-Skylark	\$ 2,195,555	\$ 266,832	\$ 281,615
Riverpoint Village	\$ 402,646	\$ 65,386	\$ 65,315
Meritage	\$ 2,513,822	\$ 286,366	\$ 309,342
MainStreet - Lovett	\$ 186,476	\$ 89,664	\$ 361,358
Stratus Kingwood Place	\$ -	\$ -	\$ 124,077
Developer / Project Reimbursements	\$ 12,216,223	\$ 3,392,561	\$ 3,204,689
Bond Debt Service (Series 2021)			
Principal	\$ 3,902,392	\$ -	\$ 1,128,853
Interest	\$ -	\$ -	\$ -
Cost of Issuance	\$ 1,200,000	\$ -	\$ 715,070
Loan Debt Service			
Principal	\$ 22,000,000	\$ -	\$ 22,000,000
Interest	\$ -	\$ 393,117	\$ 1,020,330
System Debt Service	\$ 27,102,392	\$ 393,117	\$ 24,864,253
TOTAL PROJECT COSTS	\$ 92,895,591	\$ 9,229,120	\$ 80,236,847
Payment/transfer to ISD - educational facilities	\$ 12,064,498	\$ 12,064,498	\$ 12,064,498
Payment/transfer to ISD - educational facilities (Pass Through)	\$ -	\$ -	\$ -
Administration Fees:			
City	\$ 295,375	\$ 295,337	\$ 307,979
County	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -
HCC	\$ -	\$ -	\$ -
Affordable Housing:			
City	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -
ISD to City of Houston	\$ -	\$ -	\$ -
Municipal Services (Payable to COH)	\$ 205,530	\$ 205,530	\$ 205,530
Total Transfers	\$ 12,565,403	\$ 12,565,365	\$ 12,578,007
Total Budget	\$ 105,460,994	\$ 21,794,485	\$ 92,814,854
RESTRICTED Funds - Capital Projects	\$ 17,327,906	\$ 31,091,571	\$ 5,576,721
RESTRICTED Funds - Contingent Liabilities	\$ -	\$ -	\$ 5,380,000
RESTRICTED Funds - Debt Service	\$ -	\$ -	\$ 2,607,325
Ending Fund Balance	17,327,906	31,091,571	13,564,046
Total Budget & Ending Fund Balance	\$ 122,788,900	\$ 52,886,056	\$ 106,378,900

Notes:

2022 - 2026 CAPITAL IMPROVEMENT PLAN
TIRZ No. 10 - LAKE HOUSTON REDEVELOPMENT AUTHORITY

CITY OF HOUSTON - TIRZ PROGRAM
Economic Development Program

Council District	CIP No.	Project	Fiscal Year Planned Appropriations								Cumulative Total (To Date)
			Through 2020	Projected 2021	2022	2023	2024	2025	2026	FY22 - FY26 Total	
E	T-1008	Kingwood Drive at Willow Terrace	\$ 41,697	134,473	45,000	-	-	-	-	45,000	221,170
E	T-1013	Northpark Drive Overpass Project	\$ -	4,943,356	47,864,132	66,908	-	-	-	47,931,040	52,874,396
E	T-1014A	Northpark Drive Reconstruction CSJ:0912-72-618	\$ -	-	1,540,152	19,935,008	-	-	-	21,475,160	21,475,160
E	T-1014B	Northpark Drive Reconstruction CSJ:0912-37-245	\$ -	-	2,195,521	24,249,199	-	-	-	26,444,720	26,444,720
E	T-1015	Kingwood Drive at Woodland Hills Drive	\$ -	-	125,000	-	-	-	-	125,000	125,000
E	T-1099	Concrete Panel and Sidewalk Replacement Program	\$ -	-	90,000	90,000	90,000	90,000	90,000	450,000	450,000
Totals			\$ 2,322,662	\$ 5,156,789	\$ 51,859,805	\$ 44,341,115	\$ 90,000	\$ 90,000	\$ 90,000	\$ 96,470,920	\$ 103,950,371

* NOTE:

** NOTE:

*** NOTE:

Source of Funds	Fiscal Year Planned Appropriations								Cumulative Total (To Date)
	Through 2020	Projected 2021	2022	2023	2024	2025	2026	FY22 - FY26 Total	
TIRZ Funds									
	2,322,662	5,156,789	42,404,805	9,833,189	90,000	90,000	90,000	52,507,994	59,987,445
City of Houston	-	-	9,455,000	-	-	-	-	9,455,000	9,455,000
Grants	-	-	-	34,507,926	-	-	-	34,507,926	34,507,926
Other	-	-	-	-	-	-	-	-	-
Project Total	2,322,662	5,156,789	51,859,805	44,341,115	90,000	90,000	90,000	96,470,920	103,950,371

Project:		Kingwood Drive at Willow Terrace Intersection Improvements			City Council District		Key Map:		WBS.:		T-1008																
				Location: E		Geo. Ref.:																					
				Served: E		Neighborhood:																					
Description:		Operating and Maintenance Costs: (\$ Thousands)																									
				2021		2022		2023		2024		2025		Total													
Justification: Project will reduce of congestion, decrease delay/travel time and enhance quality of life for Kingwood residents.				Personnel		-		-		-		-		\$													
				Supplies		-		-		-		-		\$													
				Svcs. & Chgs.		-		-		-		-		\$													
				Capital Outlay		-		-		-		-		\$													
				Total		\$		-		\$		-		\$													
		FTEs												-													
Fiscal Year Planned Expenses																											
Project Allocation		Projected Expenses thru 6/30/20		2021 Budget		2021 Estimate		2022		2023		2024		2025		2026		FY22 - FY26 Total		Cumulative Total (To Date)							
Phase																											
1 Planning		-		-		-		-		-		-		-		-		\$		-							
2 Acquisition		-		2,000		-		30,000		-		-		-		-		\$		30,000							
3 Design		41,697		136,357		134,473		-		-		-		-		-		\$		176,170							
4 Construction		-		1,168,000		-		-		-		-		-		-		\$		-							
5 Equipment		-		-		-		-		-		-		-		-		\$		-							
6 Close-Out		-		-		-		-		-		-		-		-		\$		-							
7 Other		-		1,000		-		15,000		-		-		-		-		\$		15,000							
		-		-		-		-		-		-		-		-		\$		-							
		-		-		-		-		-		-		-		-		\$		-							
		-		-		-		-		-		-		-		-		\$		-							
		-		-		-		-		-		-		-		-		\$		-							
Other Sub-Total:		-		1,000		-		15,000		-		-		-		-		\$		15,000							
																\$		15,000		\$		15,000					
Total Allocations		\$	41,697	\$	1,307,357	\$	134,473	\$	45,000	\$	-	\$	-	\$	-	\$	-	\$	45,000	\$	221,170						
Source of Funds																											
TIRZ Funds		41,697		1,307,357		134,473		45,000		-		-		-		-		\$		45,000							
City of Houston		-		-		-		-		-		-		-		-		\$		-							
Grant Funds		-		-		-		-		-		-		-		-		\$		-							
Other		-		-		-		-		-		-		-		-		\$		-							
Total Funds		\$	41,697	\$	1,307,357	\$	134,473	\$	45,000	\$	-	\$	-	\$	-	\$	-	\$	45,000	\$	221,170						

*NOTE:

***NOTE:**

Project:		Northpark Drive Reconstruction CSJ:0912-72-618				City Council District		Key Map:		WBS.:		T-1014A									
		Montgomery County				Location:		Geo. Ref.:													
						Served:		E		E											
								Neighborhood:													
Description:		Operating and Maintenance Costs: (\$ Thousands)																			
		2021		2022		2023		2024		2025		Total									
		Personnel		-		-		-		-		\$									
		Supplies		-		-		-		-		\$									
		Svcs. & Chgs.		-		-		-		-		\$									
		Capital Outlay		-		-		-		-		\$									
		Total		\$		-		\$		-		\$									
		FTEs										-									
Fiscal Year Planned Expenses																					
Project Allocation		Projected Expenses thru 6/30/20		2021 Budget		2021 Estimate		2022		2023		2024		2025		2026		FY22 - FY26 Total		Cumulative Total (To Date)	
Phase																					
1	Planning	-		-		-		-		-		-		-		-		\$		\$	
2	Acquisition	-		-		-		100,000		-		-		-		-		\$		\$ 100,000	
3	Design	-		-		-		1,440,152		500,000		-		-		-		\$		\$ 1,940,152	
4	Construction	-		-		-		-		19,410,008		-		-		-		\$		\$ 19,410,008	
5	Equipment	-		-		-		-		-		-		-		-		\$		\$	
6	Close-Out	-		-		-		-		-		-		-		-		\$		\$	
7	Other	-		-		-		-		25,000		-		-		-		\$		\$ 25,000	
		-		-		-		-		-		-		-		-		\$		\$	
		-		-		-		-		-		-		-		-		\$		\$	
		-		-		-		-		-		-		-		-		\$		\$	
		-		-		-		-		-		-		-		-		\$		\$	
Other Sub-Total:		-		-		-		-		25,000		-		-		-		\$		\$ 25,000	
Total Allocations		\$		-		\$		-		\$		19,935,008		\$		-		\$		\$ 21,475,160	
Source of Funds																					
TIRZ Funds		-		-		-		1,540,152		4,268,410		-		-		-		\$		\$ 5,808,562	
City of Houston		-		-		-		-		-		-		-		-		\$		\$	
Grants		-		-		-		-		15,666,598		-		-		-		\$		\$ 15,666,598	
Other		-		-		-		-		-		-		-		-		\$		\$	
Total Funds		\$		-		\$		-		\$		19,935,008		\$		-		\$		\$ 21,475,160	

Project:		Northpark Drive Reconstruction CSJ:0912-37-245				City Council District		Key Map:		WBS.:		T-1014B	
		Harris County				Location:		Geo. Ref.:					
						Served:		Neighborhood:					
Description:		Operating and Maintenance Costs: (\$ Thousands)											
		2021		2022		2023		2024		2025		Total	
Justification:	Reconstruction of Northpark Drive from Russell Palmer Road to Woodland Hills Drive including elevation of roadway at Briar Branch above 500 year flood elevation and a pedestrian underpass at Plum Valley Drive.	Personnel	-	-	-	-	-	-	-	-	-	\$	-
		Supplies	-	-	-	-	-	-	-	-	-	-	\$
		Svcs. & Chgs.	-	-	-	-	-	-	-	-	-	-	\$
		Capital Outlay	-	-	-	-	-	-	-	-	-	-	\$
		Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$
		FTEs											-
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/20	2021 Budget	2021 Estimate	2022	2023	2024	2025	2026	FY22 - FY26 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$	-	\$	-
2	Acquisition	-	-	-	100,000	-	-	-	-	\$	100,000	\$	100,000
3	Design	-	-	-	2,095,521	500,000	-	-	-	\$	2,595,521	\$	2,595,521
4	Construction	-	-	-	-	23,724,199	-	-	-	\$	23,724,199	\$	23,724,199
5	Equipment	-	-	-	-	-	-	-	-	\$	-	\$	-
6	Close-Out	-	-	-	-	-	-	-	-	\$	-	\$	-
7	Other	-	-	-	-	25,000	-	-	-	\$	25,000	\$	25,000
		-	-	-	-	-	-	-	-	\$	-	\$	-
		-	-	-	-	-	-	-	-	\$	-	\$	-
		-	-	-	-	-	-	-	-	\$	-	\$	-
		-	-	-	-	-	-	-	-	\$	-	\$	-
		-	-	-	-	-	-	-	-	\$	-	\$	-
Other Sub-Total:		-	-	-	-	25,000	-	-	-	\$	25,000	\$	25,000
Total Allocations		\$	-	\$	\$	24,249,199	\$	-	\$	-	\$	26,444,720	\$ 26,444,720
Source of Funds													
TIRZ Funds		-	-	-	2,195,521	5,407,871	-	-	-	\$	7,603,392	\$	7,603,392
City of Houston		-	-	-	-	-	-	-	-	\$	-	\$	-
Grants		-	-	-	-	18,841,328	-	-	-	\$	18,841,328	\$	18,841,328
Other		-	-	-	-	-	-	-	-	\$	-	\$	-
Total Funds		\$	-	\$	\$	24,249,199	\$	-	\$	-	\$	26,444,720	\$ 26,444,720

Project:	Kingwood Drive at Woodland Hills Drive			City Council District		Key Map:		WBS.:			T-1015
	Location:		E	Geo. Ref.:							
	Served:		E	Neighborhood:							
Description:	Key intersection and pedestrian/bicycle safety improvements identified by the Kingwood Mobility Study.			Operating and Maintenance Costs: (\$ Thousands)							
					2021	2022	2023	2024	2025	Total	
Justification:		Personnel	-	-	-	-	-	-	\$	-	
		Supplies	-	-	-	-	-	-	\$	-	
		Svcs. & Chgs.	-	-	-	-	-	-	\$	-	
		Capital Outlay	-	-	-	-	-	-	\$	-	
		Total	\$	-	\$	-	\$	-	\$	-	
	FTEs										

Fiscal Year Planned Expenses

Project Allocation	Projected Expenses thru 6/30/20	2021 Budget	2021 Estimate	2022	2023	2024	2025	2026	FY22 - FY26 Total	Cumulative Total (To Date)
Phase										
1 Planning	-	-	-	-	-	-	-	-	\$	\$
2 Acquisition	-	-	-	100,000	-	-	-	-	\$ 100,000	\$ 100,000
3 Design	-	-	-	-	-	-	-	-	\$	\$
4 Construction	-	-	-	-	-	-	-	-	\$	\$
5 Equipment	-	-	-	-	-	-	-	-	\$	\$
6 Close-Out	-	-	-	-	-	-	-	-	\$	\$
7 Other	-	-	-	25,000	-	-	-	-	\$ 25,000	\$ 25,000
	-	-	-	-	-	-	-	-	\$	\$
	-	-	-	-	-	-	-	-	\$	\$
	-	-	-	-	-	-	-	-	\$	\$
	-	-	-	-	-	-	-	-	\$	\$
Other Sub-Total:	-	-	-	25,000	-	-	-	-	\$ 25,000	\$ 25,000
Total Allocations	\$	\$	\$	\$ 125,000	\$	\$	\$	\$	\$ 125,000	\$ 125,000

Source of Funds										
TIRZ Funds	-	-	-	125,000	-	-	-	-	\$ 125,000	\$ 125,000
City of Houston	-	-	-	-	-	-	-	-	\$	\$
Grants	-	-	-	-	-	-	-	-	\$	\$
Other	-	-	-	-	-	-	-	-	\$	\$
Total Funds	\$	\$	\$	\$ 125,000	\$	\$	\$	\$	\$ 125,000	\$ 125,000

Project:		Concrete Panel and Sidewalk Replacement Program				City Council District		Key Map:				WBS.:		T-1099							
		Location:		E				Geo. Ref.:													
		Served:		E				Neighborhood:													
Description:		HPW Street Maintenance Program				Operating and Maintenance Costs: (\$ Thousands)															
				2021		2022		2023		2024		2025		Total							
Justification:		Personnel		-		-		-		-		-		\$							
		Supplies		-		-		-		-		-		\$							
		Svcs. & Chgs.		-		-		-		-		-		\$							
		Capital Outlay		-		-		-		-		-		\$							
		Total		\$		-		\$		-		\$		-							
		FTEs												-							
Fiscal Year Planned Expenses																					
Project Allocation		Projected Expenses thru 6/30/20		2021 Budget		2021 Estimate		2022		2023		2024		2025		2026		FY22 - FY26 Total		Cumulative Total (To Date)	
Phase																					
1	Planning	-		-		-		-		-		-		-		-		\$		\$	
2	Acquisition	-		-		-		-		-		-		-		-		\$		\$	
3	Design	-		-		-		-		-		-		-		-		\$		\$	
4	Construction	-		-		-		-		-		-		-		-		\$		\$	
5	Equipment	-		-		-		-		-		-		-		-		\$		\$	
6	Close-Out	-		-		-		-		-		-		-		-		\$		\$	
7	Other	-		45,000		-		90,000		90,000		90,000		90,000		90,000		\$		450,000	
		-		-		-		-		-		-		-		-		\$		\$	
		-		-		-		-		-		-		-		-		\$		\$	
		-		-		-		-		-		-		-		-		\$		\$	
		-		-		-		-		-		-		-		-		\$		\$	
Other Sub-Total:		-		45,000		-		90,000		90,000		90,000		90,000		90,000		\$		450,000	
Total Allocations		\$		-		\$		45,000		\$		90,000		\$		90,000		\$		450,000	
Source of Funds																					
TIRZ Funds		-		45,000		-		90,000		90,000		90,000		90,000		90,000		\$		450,000	
City of Houston		-		-		-		-		-		-		-		-		\$		\$	
Grants		-		-		-		-		-		-		-		-		\$		\$	
Other		-		-		-		-		-		-		-		-		\$		\$	
Total Funds		\$		-		\$ <td colspan="2">45,000</td> <td colspan="2">\$<td colspan="2">90,000</td><td colspan="2">\$<td colspan="2">90,000</td><td colspan="2">\$<td colspan="2">450,000</td></td></td></td>		45,000		\$ <td colspan="2">90,000</td> <td colspan="2">\$<td colspan="2">90,000</td><td colspan="2">\$<td colspan="2">450,000</td></td></td>		90,000		\$ <td colspan="2">90,000</td> <td colspan="2">\$<td colspan="2">450,000</td></td>		90,000		\$ <td colspan="2">450,000</td>		450,000	

TAB

TWELVE



Lake Houston Redevelopment Authority

\$46,845,000*

Tax Increment Contract Revenue Bonds, Series 2021

Timetable - May 5, 2021

Apr-21							May-21							Jun-21							Jul-21						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
				1	2	3							1												1	2	3
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
							30	31																			



Board Meeting



Holiday

Date	Action	Responsible Party
Thu - Feb 11	» Board Meeting - Present Plan of Finance and Timeline.	LH, FA
Thu - Mar 11	» Board Meeting - Authorizing preparation of the POS. Select Financing Team: Disclosure Counsel, Underwriters	LH
3/11-4/23	» Draft Bond Documents	LH, FA, DC, BC
Mon - Apr 26	» Distribute Bond Documents for Review and Comment	DC
Mon - May 3	» Receive Comments to 1st Draft of Bond Documents	FWG
Tue - May 4	» Distribute 2nd Draft of Bond Documents	DC
	» Distribute Bond Documents to S&P and Insurance	FA
Thu - May 6	» Receive Comments to 2nd Draft of Bond Documents	FWG
Fri - May 7	» Distribute Bond Documents to include in Board Packets	LH
Thu - May 13	» Board Meeting - Approve the Preliminary Official Statement (POS), engage Trustee and adopt Parameter Resolution	LH
Thu - May 13	» S&P Rating Call / Meeting	LH, FA
Wed - May 19	» Due Diligence Call	FWG
Thu - May 27	» Receive Ratings	FA
Tue - Jun 1	» Electronically Distribute POS	FA
Tue - Jun 8	» Pricing	FWG
Tue - Jun 22	» Closing Memo Distributed	FA
Tue - Jun 29	» Closing	FWG

Abbreviation	Name of Participant	Roll
LH	Lake Houston Redevelopment Authority	Issuer
FA	Masterson Advisors LLC	Financial Advisor
BC	Hunton Andrews Kurth	Bond Counsel
DC	Norton Rose Fulbright	Disclosure Counsel
UW	BofA Securities, Hilltop Securities, Ramirez Co.	Underwriter
UWC	TBD	UWs Counsel
FWG	Finance Working Group	All Participants

**Lake Houston Redevelopment Authority
Royal Brook**

**DEVELOPMENT STATUS REPORT
May 6, 2021**

PRODUCT DEVELOPMENT & SALES (AS OF April 30, 2021)

- **Lennar Homes** is selling in the 50' product.
 - 14 sales year to date
 - 19 homes under construction
 - 82 remaining developed lots (Section 22 and 23)
- **Lennar Homes and Perry Homes** are selling the 55' products.
 - 6 sale year to date
 - 14 homes under construction
 - 64 remaining developed lots (Sections 7 and 20)
 - 61 future homesites in Section 17
- **Lennar and Homes and Ashton Woods Homes** are selling the 65' product.
 - 15 sales year to date
 - 17 homes under construction
 - 12 remaining developed lots in Section 12
- **Drees Homes and J Patrick Homes** are selling in the 75' product.
 - 3 sales year to date
 - 10 homes under construction
 - 20 remaining developed lots (Section 3 and 6)

PLATTING

1. Recorded Plats

Royal Brook Section 1	48 Lots, 55'
Royal Brook Section 2	54 Lots, 55'
Royal Brook Section 3	48 Lots, 75'
Royal Brook Section 4	40 Lots, 55'
Royal Brook Section 5	46 Lots, 65'
Royal Brook Section 6	46 Lots, 75'
Royal Brook Section 7	51 Lots, 55'
Royal Brook Section 12	69 Lots, 65'
Royal Brook Section 14	30 Lots, 55'
Royal Brook Section 18	45 Lots, 55'

Royal Brook Section 20	68 Lots, 55'
Royal Brook Section 22	61 Lots, 50'
Royal Brook Section 23	49 Lots, 50'

2. Preliminary/Final Plats Approved

Royal Brook Section 10	72 Lots, 40'
Royal Brook Section 19	56 Lots, 40'
Royal Brook Section 25	57 Lots, 40'
Royal Brook Section 17	62 Lots, 55'

ENGINEERING & CONSTRUCTION

1. Royal Brook Section 10 (40' lot product) – Construction plans are in final review. WS&D bids were taken on 2/12/21. Base bid amount of \$703,114. We are currently working through the City of Houston DPC process.
2. Royal Brook Section 17 (55' lot product) – Construction plans are in review. WS&D bids were taken on 2/12/21. Base bid amount of \$591,363. We are currently working through the City of Houston DPC process.
3. Royal Brook Section 19 (40' lot product) – Construction plans are being submitted for review. Estimated WS&D cost of \$638,000.
4. Royal Brook Sections 20 (55' lot product) – Construction is complete and ready for homebuilding. Actual WS&D cost of \$599,476.
5. Royal Brook Section 25 (40' lot product) – Preliminary plan design has begun. Estimated WS&D cost of \$338,000.

