

MEMORIAL CITY
REDEVELOPMENT AUTHORITY,
TIRZ No. 17,
City of Houston



Agenda and Agenda Materials
Meeting of the Board of Directors

May 27, 2025

**JOINT MEETING OF THE BOARD OF DIRECTORS OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY
and TAX REINVESTMENT ZONE NUMBER SEVENTEEN
HOUSTON, TEXAS**

NOTICE is hereby given that the Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) and the Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, will hold a joint meeting on **Tuesday, May 27, 2025, at 8:00 a.m.**, at Hawes Hill & Associates LLP, **Spring Branch Conference Room, 9600 Long Point Road, Suite 250, Houston, Texas 77055** open to the public, to consider, discuss, and adopt such orders, resolutions or motions, and take direct actions as may be necessary, convenient, or desirable, with respect to the following matters:

AGENDA

1. Establish quorum and call meeting to order.
2. Receive public comments. (In accordance with City of Houston procedures, a statement of no more than 3 minutes may be made on items of general relevance. However, if a person has spoken regarding a topic within the last 4 meetings, their time will be limited to 1 minute. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from deliberating a topic without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law; therefore, questions or comments will not be addressed. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges).
3. Approve Minutes from May 13, 2025, special meeting.
4. Consider Agreement with Municipal Accounts & Consulting LP Agreement for AUP Audit Services.
5. Consider Interlocal Agreement with Spring Branch ISD regarding Detention Basin A.
6. CIP Committee update and recommendations:
 - a. Receive update from HR Green.
 - i. Sports Complex, Detention Basin A.
 - ii. Memorial Drive, Phase 2.
 - iii. W-140 Briar Branch Expansion
 - 1) Pay Application No. 4, W-140 Detention Basin, from Reytec Construction.
 - b. Receive update from The Goodman Corporation.
 - i. W-140 Detention Basin
 - ii. Memorial Drive Phase 2
7. Receive financial and bookkeeper's report, including approval of payment of invoices, review of investments, and project cash flow reports.
8. Series 2025 Tax Increment Contract Revenue Bonds:
 - a. Review and approve Preliminary Official Statement;
 - b. Adopt Resolution Authorizing Sale of Series 2025 Tax Increment Contract Revenue Bonds and Zone Resolution Adopting the Issuer's Resolution Authorizing the Issuance of the Series 2025 Tax Increment Contract Revenue Bonds;
 - c. Approve Second Amendment to Indenture of Trust;
 - d. Execute Certificate Regarding Provision of Financial Advice;
 - e. Approve payment to Attorney General relating to bond issue transcript review;
 - f. Authorize attorney, financial advisor and officers of the Authority to execute documents and take actions reasonably necessary to provide for the issuance of the Authority's Series 2025 Tax Increment Revenue Bonds; and
 - g. Update on bond sale date.
9. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; and pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
10. Reconvene in Open Session and authorize appropriate actions regarding purchase, exchange, lease or value of real property; and consultation with attorney.
11. Adjourn.



Scott Bean, Zone Administrator

*Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's Zone Administrator at (713) 595-1200 at least three business days prior to the meeting so that the appropriate arrangements can be made. The Board will conduct an in-person meeting at its physical meeting location. Members of the Board may participate by videoconference in accordance with requirements of the Texas Open Meetings Act, provided a quorum of the Board meets in-person. Pursuant to V.T.C.A Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

3. Approve Minutes from May 13, 2025, special meeting.

**MINUTES OF THE JOINT MEETING OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY and
TAX REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS
BOARD OF DIRECTORS**

May 13, 2025

ESTABLISH QUORUM AND CALL MEETING TO ORDER.

The Board of Directors of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority and Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, held a special joint meeting at Hawes Hill & Associates LLP, 9600 Long Point Road, Spring Branch District Conference Room, Suite 250, Houston, Texas 77055, open to the public on Tuesday, May 13, 2025, at 8:00 a.m., and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 – Andy Iversen

Position 2 – John Rickel, *Vice-Chair*

Position 3 – David P. Durham, *Secretary*

Position 4 – Ann T. Givens, *Chair*

Position 5 – Zachary R. Hodges, *Asst. Secretary*

Position 6 – Brad Freels

Position 7 – Dan Moody III

and all of the above were present, with the exception of Director Durham, thus constituting a quorum. Also present were Naina Magon and Linda Clayton, Hawes Hill & Associates, LLP; Rachel Beeton, Allen Boone Humphries Robinson, LLP; Andrew Busker, COH - Economic Development Dept.; and Bruce Nicols. Chair Givens called the meeting to order at 8:00 a.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

APPROVE MINUTES FROM APRIL 22, 2015, MEETING.

Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to approve the Minutes of the April 22, 2025, Board meeting, as presented.

CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.072, TEXAS GOVERNMENT CODE TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY; AND PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY.

The Board convened in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property at 8:01 a.m.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS REGARDING PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY; AND CONSULTATION WITH ATTORNEY; AND AUTHORIZE ENTERING INTO PURCHASE AND SALE AGREEMENT.

The Board convened in Open Session at 8:17 a.m. Upon reconvening in Open Session, the following action was taken: Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to authorize the Real Estate Committee to negotiate and enter into a Purchase and Sale Agreement for real property.

ADJOURN.

There being no further business to come before the Board, Vice-Chair Rickel adjourned the meeting at 8:18 a.m.

Secretary

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

4. Consider Agreement with Municipal Accounts & Consulting LP Agreement for AUP Audit Services.



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

May 16, 2025

Board of Directors
Memorial City Redevelopment Authority
c/o Scott Been
P.O. Box 22167
Houston, TX 77227-2167

RE: AUDIT REVIEW ENGAGEMENT

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services provided to Memorial City Redevelopment Authority (hereinafter called the "Authority").

We will apply the procedures enumerated in this letter to solely assist Authority in the determining the status of the engagement which Authority has specified below for the fiscal years ending June 30:

- Review adjusted trial balances.
- Review capital asset and depreciation schedules.
- Review fund journal entries.
- Review government-wide adjustments.
- Review draft financial statements.
- Complete or review GASB 34 disclosure checklist.

By signing this engagement letter, Authority agrees to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement which is to eliminate financial reporting weaknesses. We require that we obtain Authority's written agreement to the procedures to be applied and Authority's acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because this engagement does not constitute an examination or review, we will not express an opinion or conclusion on the audit review. In addition, we have no obligation to perform any procedures beyond those to which Authority agrees.

We plan to begin our procedures when we receive the necessary documents from the Authority's auditors, and, unless unforeseeable problems are encountered, the engagement should be completed within two weeks after receiving the documents.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Authority's Board of Directors. If we encounter restrictions in performing our procedures, we will discuss the matter with Authority. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to Authority.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- Authority refuses to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

This engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the audit review, we will communicate such matters to Authority.

Authority agrees to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

Authority is responsible for the audit review. In addition, Authority is responsible for providing us with (1) access to all information of which Authority or the appropriate party is aware that is relevant to the performance of the audit review on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the audit review, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Mark Burton, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will range from \$2,500.00 to \$3,000.00. Authority will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be \$85.00 to \$250.00 per our hourly billing rate. The fee estimate is based on anticipated cooperation from Authority's consultants and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with Authority and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if Authority's account becomes 60 days or more overdue and will not be resumed until Authority's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. Authority will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist Authority and believe this letter accurately summarizes the significant terms of the audit review. If you have any questions, please let us know. If Authority is in agreement with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with Authority will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,

Municipal Accounts & Consulting

Municipal Accounts & Consulting, L.P.

RESPONSE:

This letter correctly sets forth the understanding of Authority.

Memorial City Redevelopment Authority

By: _____

Title: Ann T. Givens, Chair

Date: 5-27-2025

Accepted: City of Houston

By: _____
Gwen Tillotsen-Bell
Chief Economic Development Officer

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

5. Consider Interlocal Agreement with Spring Branch ISD regarding Detention Basin A.

**MEMORIAL CITY REDEVELOPMENT AUTHORITY – SPRING BRANCH
INDEPENDENT SCHOOL DISTRICT
INTERLOCAL AGREEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made by and between the **MEMORIAL CITY REDEVELOPMENT AUTHORITY** (the “Authority”), a local government corporation, organized and existing under the laws of the State of Texas, acting by and through its governing body, the Board of Directors and acting on behalf of **REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS** (the “Zone”), a reinvestment zone created by the City of Houston pursuant to Chapter 311 of the Texas Tax Code and **SPRING BRANCH INDEPENDENT SCHOOL DISTRICT** (the “District”), a political subdivision of the State of Texas acting through its governing body, the Board of Trustees. The Authority and the District are each a party to this Agreement and may be referred to herein individually as a “Party” or collectively as the “Parties.”

Recitals:

Both Parties recognize the need for professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination.

Both Parties have since determined that it would be in the best interest of the public to allow the District to implement the professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination and the District is willing to do so.

The Parties estimate a total cost not to exceed fifty thousand dollars (\$50,000) (the “Project Costs”), which the Authority is willing to fund.

For and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, the Parties agree as follows:

**ARTICLE 1
DETENTION BASIN DEVELOPMENT**

1.1 Detention Basin Development. The professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination shall consist of multiple projects listed in Exhibit A, attached hereto and incorporated herein by reference (each item, a “Project”, and collectively, the “Detention Basin Development”).

ARTICLE
DUTIES OF THE AUTHORITY

2.1 Authority Contribution for Detention Basin Development. Within 45 days following the receipt of an invoice for a Project, and quotes for any other necessary related work, the Authority shall remit to the District one hundred percent (100%) of the actual costs reflected in the invoices for each Project, up to a total maximum of fifty thousand dollars (\$50,000) (“Authority Contribution”).

2.2 Right of Access. During the Detention Basin Development, the Authority will have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting the Detention Basin Development. Upon request by the Authority, the District shall provide such materials within ten (10) business days of such request.

2.3 Limit of Appropriation. The District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that District may become entitled to for the Services performed under this Agreement, and the total maximum sum that the Authority shall become liable to pay to Authority under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of fifty thousand dollars (\$50,000). Notwithstanding anything to the contrary, or that may be construed to the contrary, the Authority’s liability under the terms and provisions of this Agreement is limited to this sum.

ARTICLE 3 DUTIES OF THE DISTRICT

3.1 Detention Basin Development. During the preliminary engineering for each Project, the applicable work product for each such Project (such as refined values for loads and clearance distances) shall be submitted via e-mail to the Authority for review and any objections or approval.

3.2 Management Responsibility. The parties acknowledge and agree that, notwithstanding the Authority's Contribution, the District shall remain responsible for providing all necessary supervision and management for each Project. The District will be responsible for securing all necessary permits and consents.

3.3 Timing of Projects. The **Projects** as listed in Exhibit A to this Agreement must be completed by August 2025. For the avoidance of doubt, this Agreement does not create any obligation of the District to design, advertise, issue notice to proceed, or construct any Project.

3.4 Use of Authority Contribution. The District shall use the Authority Contribution solely for the payment of costs of each Project and for no other purpose. The District further agrees to the following:

- (a) The District shall maintain an itemized accounting report ("Accounting Report") that itemizes the Project Costs during the completion of each Project. Within ninety (90) days of completion of each Project, the District shall provide the Authority with a copy of the Accounting Report.

3.5 Insurance and Indemnification.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DISTRICT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE DISTRICT, OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBAUTHORITY OR SUPPLIER; COMMITTED BY DISTRICT OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL.

THE DISTRICT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE AUTHORITY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR

LIABILITIES WHICH MIGHT BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ACTIVITIES BY THE DISTRICT OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL.

THE AUTHORITY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

3.6 Minority and Women Business Enterprises. The District is encouraged to review the City of Houston's Minority and Women Business Enterprise ("MWBE") program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances and the requirements for good faith efforts on file with the City Office of Business Opportunity. In connection with the Projects, the District shall make good faith efforts to award the maximum number of subcontracts or supply agreements to entities that are certified by the City as MWBEs.

ARTICLE 4

TERM AND TERMINATION

4.1 Agreement Term. This Agreement shall commence upon final execution by all the Parties and, unless sooner terminated under this Agreement, shall terminate upon the later of:

- (a) the District's completion of all Projects listed on Exhibit A;
- (b) the exhaustion of the Authority Contribution; or
- (c) six months from the date the Agreement was executed.

4.2 Termination for Convenience. Prior to the District's entering into a contract with a consultant for a Project, either Party may terminate this Agreement, without cause, by delivering 30 days' written notice to the other Party with respect to all Projects for which no agreements have been entered. After termination under this provision, neither Party shall have any further obligation under this Agreement, except as follows: the District shall return to the Authority any portion of the Authority Contribution that the District has not (i) expended in accordance with Article 3 of this Agreement or (ii) encumbered to pay its obligations for a Project under a contract existing at the time of such termination.

4.3 Termination for Breach. Either Party may terminate its performance under this Agreement if the other Party defaults and fails to cure such default within thirty (30) days after receiving notice of it. Default occurs if a Party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured Party shall deliver a written notice to the defaulting Party describing the default and the proposed termination date. The date must be at least thirty (30) days after receipt of such notice. The injured Party, at its sole option, may extend the proposed termination date to a later date. If the defaulting Party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting Party does not cure the default before the proposed termination date, the injured Party may terminate its performance under this Agreement on the termination date.

4.4 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and duties contained in this Agreement are not exclusive but are cumulative of all rights and remedies which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

ARTICLE 5
MISCELLANEOUS PROVISIONS

5.1 Purpose of Agreement. The parties agree that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement.

5.2 Relationship of Parties. This Agreement is not intended to and shall not create a joint enterprise between the Authority and the District. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the Authority. It is also understood and agreed that the Authority and the Authority's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District. Each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

5.3 Notices. All notices and communications required or permitted hereunder shall be in writing and delivered directly or mailed by certified mail return receipt requested. Notice shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the Parties, which one Party may change by giving written notice of its changed address to the other Party, are as follows:

District

Spring Branch Independent School District
955 Cambell Road
Houston, Texas 77024
Attention: Travis Stanford
E-mail: travis.stanford@springbranchisd.com

Authority

Memorial City Redevelopment Authority
c/o Hawes Hill & Associates
9600 Long Point Road 3200 Suite 200
Houston, Texas 77055
Attn: Naina Magon
E-mail : nmagon@haweshill.com
cc: avinson@abhr.com

5.4 Assignment. No Party shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Parties hereto.

5.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

5.6 Third Party Beneficiary. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the Authority and the District only.

5.7 Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

5.8 Audit Rights. The District shall cooperate to the fullest extent with any and all federal, state, local, or county audits related to this Agreement. The District's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or county entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

5.9 Record Retention. The District agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The District will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

5.10 Severability. In the event any term, covenant or condition herein contained shall be held to be valid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the Authority or the District in their respective rights and obligations contained in the valid terms, covenant and conditions hereof.

5.11 Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

5.12 Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party hereto.

5.13 Non-Waiver. Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

5.14 No Binding Arbitration: Right to Jury Trial. The Authority does not agree to binding arbitration, nor does the Authority waive its right to a jury trial.

5.15 Survival Of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

5.16 Successors. This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the Authority or the District.

5.17 No Waiver of Immunity. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

5.18 Execution, Multiple Counterparts. This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[Signature page to follow]

APPROVED AS TO FORM:

SPRING BRANCH INDEPENDENT SCHOOL
DISTRICT

By: _____
Title
Date: _____

By: _____
Title
Date: _____

MEMORIAL CITY REDEVELOPMENT AUTHORITY

By: _____

Title: Chair

Date: _____

APPROVED:

CITY OF HOUSTON

Name: Gwendolyn Tillotson-Bell

Title: Chief Economic Development Officer

Date:

EXHIBIT A

The following professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination:

1. Develop and evaluate design criteria for foundation;
2. Develop and evaluate design criteria for finished floor elevation and fill height;
3. Develop and evaluate design criteria for utility trench details;
4. Develop and evaluate design criteria for storm sewer outfall easement;
5. Review maintenance components that may be of interest to the District and future school;
6. Obtain information on the limits of the future school as required for planning and design of the detention basin;
7. Mobilization and initiation activities (proposals, procurement, and job set-up) regarding the above Projects; and
8. Coordination with City of Houston Engineers regarding the above Projects.

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

6. CIP Committee update and recommendations:

- a. Receive update from HR Green.
 - i. Sports Complex, Detention Basin A.
 - ii. Memorial Drive, Phase 2.
 - iii. W-140 Briar Branch Expansion
 - b. Pay Application No. 4, W-140 Detention Basin, from Reytec Construction.
- b. Receive update from The Goodman Corporation.
 - i. W-140 Detention Basin
 - ii. Memorial Drive Phase 2

PROGRESS REPORT

MAY 2025

MEMORIAL CITY REDEVELOPMENT AUTHORITY/TIRZ 17



Planning/Preliminary:

- City of Houston / HR Green Sports Complex Support:
 - SBISD reimbursement agreement
 - Meeting scheduled with SBISD and Stantec 6/2 – Technical
 - Working key issues
 - Trees
 - Volume
 - Structural design
 - In parallel, developing roadway and trunkline plan sheets
- Memorial Drive – Phase II:
 - City of Bunker Hill issued RFQ on 4/14

PROGRESS REPORT—MAY 2025

BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

WBS No. N-T7000-0021-3



PROJECT LOCATION

Storm sewer and roadway improvements:

Westview Drive, Cedardale Dr, Windhover Ln, and Demaret Ln

Basin improvements:

At existing basin between Bunker Hill Rd and Blalock Rd.

FUNDING PARTNERS

EPA: \$3,394,000

PROJECT OBJECTIVES & DESCRIPTION

Reduce risk of flooding in neighborhood by:

- Installing reinforced concrete boxes to draw water more quickly away from the homes.
- Mitigating flow increases by deepening the detention basin.

ASSOCIATED IMPROVEMENTS

- Reinforced concrete boxes and basin deepening
- Half-road replacement
- Mill and overlay roadway (side without boxes)
- Sidewalk and ADA-compliant wheelchair ramps
- Waterline replacements
- Driveway replacement
- Lift station
- Subsurface barrier wall

EXISTING BASIN



Existing Roadway



PROJECT STATUS

- Continued detention basin excavation and offsite disposal
- Continued liner plate shaft installation for wet well
- Continued slurry wall clay cap installation
- Removed and disposed of channel lining
- Removed and disposed of interceptor structures
- Began storm sewer outfall modification from the hotel

NEXT STEPS

- Begin wet well installation
- Continue basin excavation and offsite disposal
- Complete storm sewer outfall modification from the hotel
- Install basin access road
- Install 4'x4' RCBs to wet well



BASIN DETENTION VOLUME

Pre-project volume: 44 ac-ft
Added volume: 35.1 ac-ft*
Total: 79.2 ac-ft

*80% capacity increase

PROGRESS REPORT— MAY 2025

BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS



CONSTRUCTION TIME

Original Contract Time: 470 Days
Mobilization Date: Jan 6th, 2025

CONTACT INFORMATION

Construction Manager:
HR Green
11750 Katy Freeway, Suite 400
Houston, TX 77079



CONTRACTOR

Reytec Construction Resources, Inc.
1901 Hollister St.
Houston, TX 77080



PAYMENT ESTIMATES

| | |
|--|-----------------|
| Original Contract Amount | \$13,797,688.00 |
| Change Order Amount to Date | \$0.00 |
| Current Contract Amount | \$13,797,688.00 |
| Previous Payments | \$3,989,862.63 |
| Current Payment Due (Minus Retainage) | \$433,357.32 |
| Contract Completion Date | April 20, 2026 |
| Balance Remaining | \$9,141,667.00 |

PROGRESS PHOTOS



Liner Plate Shaft Installation for Wet Well



Excavation and Offsite Disposal



Pump for Ground Water Control



Slurry Wall Cap Installation



▶ 11750 Katy Freeway | Suite 400
Houston, TX 77079
Main 832.318.8800 + **Fax** 713.965.0044
TBPE Firm F-11278
▶ HRGREEN.COM

May 16, 2025

Ms. Ann Givens, Chair of the Board
Memorial City Redevelopment Authority/TIRZ 17
9610 Long Point, Suite 150
Houston, TX 77055

RE: Briar Branch (W140-01-00) Storm Water Detention Basin Expansion and Storm Sewer Improvements
WBS No. N-T17000-0021-3
Reytec Construction Resources, Inc. Payment No. 04

Dear Ms. Givens,

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 04 in the amount of \$433,357.32 for construction services rendered through April 30, 2025. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$433,357.32** to Reytec.

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St.
Houston, TX 77080

If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, appearing to be 'MA', with a long horizontal stroke extending to the right.

Muhammad Ali, PE
Project Manager

Enclosures: Reytec Pay Est. No. 04

To: Memorial City Redevelopment Authority
Attn: Ann Givens, Board Chair
From: Kirk Myers, PE, PMP
Subject: W-140 Detention Basin Improvements Project
EPA Grant 02F25701 - 1
Construction Contract Pay Estimate #4
Date: May 19, 2025

This memo serves as notification of approval of Pay Estimate #4 for the subject Project. The pay application submitted by Reytec Construction Resources, Inc., reflects work completed during the period from 4/1/2025 to 4/30/2025. The Goodman Corporation (TGC) has reviewed the pay application, certified payrolls, and supporting documents and has determined all items are in compliance with the plans, specifications, and contract conditions. TGC hereby recommends payment of \$823,860.43 to Reytec Construction pursuant to the executed contract.

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St
Houston, TX 77080

The Authority may draw down 80% of the allocated costs (detention basin and roadway), or \$287,976.00, from the EPA funding allocated to this project in accordance with the grant agreement. The Authority share is \$535,884.43. The total allocations of Federal and Authority shares and summary of work completed this period are provided on the following page. TGC requests copies of the approved pay certificate and proof of payment for the grant reimbursement request.

Please feel free to contact me with any questions or requests for additional information at (713) 714-3560 or kmyers@thegoodmancorp.com.

Encl:
Certified Pay Estimate Packet
DBE Contractor Payment Report

C:
Gauge Engineering, Attn: David Greaney, PE, Project Manager
Hawes-Hill & Associates, Records & Compliance, Attn: Linda Clayton

| Pay Estimate (Period) | Payment Due Contractor | Federal Share (EPA Grant 02F25701-1) | Authority Share |
|-----------------------|------------------------|--------------------------------------|-----------------------|
| #1 (1/1/25-1/31/25) | \$390,503.20 | \$3,458.00 | \$387,045.20 |
| #2 (2/1/25-2/28/25) | \$3,450,290.75 | \$2,394,000.00 | \$1,056,290.75 |
| #3 (3/1/25-3/30/25) | \$149,068.68 | \$55,178.00* | \$93,890.68* |
| #4 (4/1/25-4/30/25) | \$823,860.43 | \$287,976.00 | \$535,884.43 |
| Running Totals | \$4,813,723.06 | \$2,740,612.00 | \$2,073,111.06 |

The amount of the EPA grant for this project is \$3,394,000.00. The grant balance, including this payment, is \$653,388.00. The share amounts above reflect the appropriate eligible work items as detailed in the project budget in the grant agreement. Share amounts for Pay Estimate #3 have been revised to correct a previous error in the tabulation. The Automated Standard Application for Payments (ASAP) request will be submitted upon receipt of the Authority's proof of payment.

The work completed during this period corresponds to approximately 3.3% of the bid schedule, bringing the project earned value to 33.7%. Elapsed contract time is 107 of 470 calendar days (22.8%). There have been no approved changes to the contract. The summary of completed work for the stated period is provided in the following table.

| Item Category | Item Description | % Complete this Period | Total % Completed |
|------------------|--|------------------------|-------------------|
| General | Clearing and Grubbing | 0.06% | 92.29% |
| Traffic Control | Traffic Control and Regulation | 7.46% | 29.82% |
| Detention Basin | Piezometer, Channel Lining & Backslope Interceptor Removal/Disposal, Stone Riprap Removal/Reinstallation, Care and Control of Water, Soil Excavation & Disposal/Reuse, Clay Cap w/ Geogrid/textile | 7.05% | 67.11% |
| Pump Station | Structural Wet Well Excavation & Liner Plate Shaft | 1.86% | 3.41% |
| Extra Unit Price | Temporary Basin Pumping | 4.88% | 19.51% |

Estimate No. 4
Cut off Date 04/30/25
Estimate Date 05/15/25

Memorial City Redevelopment Authority / TIRZ 17
Estimate and Certificate for Payment Unit Price Work



Project Name : W140-01-00 Briar Branch Storm Water Detention Basin Expansion and Storm Sewer Improvements
Contractor Name : Reytec Construction Resources, Inc.
Address : 1901 Hollister St. Houston, TX 77080

WBS No. N-T17000-0021-3

Contract Date : 10/15/2024
Start Date : 1/6/2025
Current Contract Completion Date : 4/20/2026
Substantial Completion Date :
Percentage By Time : 24.26% In Place : 33.74%
Date Insurance Exp. : 9/30/2025 Drug Policy Due Date: N/A

M/SBE : 21.43%
Current M/SBE : 0.00%
WBE : 6.78%
Current WBE : 0.00%

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 470
Approved Extensions : 0
Total Contract Time : 470
Days Used to Date : 114
Days Remaining to Date : 356
Schedule Update Received :

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount
2- Approved Change Orders

\$13,797,688.00

| No. | Date | Ext.Days | Amount |
|-----|------|----------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

| No. | Date | Ext.Days | Amount |
|-----|------|----------|--------|
| | | | |
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Total Pending Work Change Directives to Date

\$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$13,797,688.00

A. EARNINGS TO DATE

- 1- Work Completed to Date 33.74% Complete
2- Material Stored on Site \$0.00
3- Material Stored in Place \$0.00
4- Balance-Materials Accepted Not in Place \$0.00 @ 85%
5- Work Change Directives - In Place \$0.00

Current Month Billing \$456,165.50
\$4,656,021.00

TOTAL EARNINGS TO DATE \$4,656,021.00

B. DEDUCTIONS

- 1- Retainage 5% Of \$4,656,021.00 \$232,801.05
2- Retainage Release 0% Of \$4,656,021.00 \$0.00
3- Total Retainage \$232,801.05
4- Liquidated Damages 0.00 Days @ \$2,000.00 \$0.00
5- Assessments \$0.00
6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$232,801.05

C. AMOUNT DUE THIS PERIOD

- 1- Total Earnings to Date \$4,656,021.00
2- Total Deductions \$232,801.05
3- Total Payments Due \$4,423,219.95
4- Less Previous Payments \$3,989,862.63
5- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$433,357.32
BALANCE REMAINING \$9,141,667.00

Prepared By David G. Greaney 5/16/2025
David G. Greaney, P.E. Date

Reviewed By Muhammad Ali, P.E. 5/16/2025
Muhammad Ali, P.E. Date

Approved By: TIRZ 17 Date

MEMORIAL CITY REDEVELOPMENT AUTHORITY/TIR217

W140-01-00 BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION
AND STORM SEWER IMPROVEMENTS WBS NO. N-T17000-0021-3

Contractor:

Reytec Construction Resources, Inc
1901 Hollister St.
Houston, Texas 77080

Today's Date:

5/5/2025

Pay Period:

04/01/2025 - 04/30/2025

Pay Estimate No.

4

Rain Days This Month

| Item | Item Description | UOM | Est. Unit Quantity | Unit Price | Contract Amount | Previous Quantities | This Month Quantities | To Date Quantities | This Month Billing | Total Amount Billed | % Complete | Explanation |
|-------------------------------|---|-----|-----------------------|---------------|-----------------|------------------------|--------------------------|-----------------------|--------------------|---------------------|------------|-------------|
| General Items | | | | | | | | | | | | |
| 1 | MOBILIZATION | LS | 1 | \$ 750,000.00 | \$ 750,000.00 | 1.00 | | 1.00 | \$ - | \$ 750,000.00 | 100% | |
| 2 | CLEARING AND GRUBBING | AC | 6 | \$ 2,500.00 | \$ 15,000.00 | 4.00 | 2.00 | 6.00 | \$ 5,000.00 | \$ 15,000.00 | 100% | |
| 3 | UNIFORMED PEACE OFFICERS (MID BID \$55-HR) | HR | 1000 | \$ 55.00 | \$ 55,000.00 | 19.00 | | 19.00 | \$ - | \$ 1,045.00 | 2% | |
| 4 | 12" PIPE GATE | EA | 2 | \$ 5,000.00 | \$ 10,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| Demolition Items | | | | | | | | | | | | |
| 5 | REMOVE EXIST ASPHALT PAVEMENT BY MILLING | SY | 1986 | \$ 5.00 | \$ 9,930.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 6 | REMOVE AND DISPOSE OF REINFORCED CONC PAV W/ W/O ASPHALT | SY | 3785 | \$ 12.00 | \$ 45,420.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 7 | REMOVE AND DISPOSE OF EXIST CONC CURB | LF | 2200 | \$ 1.50 | \$ 3,300.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 8 | REMOVE AND DISPOSE OF CONC DRIVEWAYS | SY | 424 | \$ 12.00 | \$ 5,088.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 9 | REMOVE AND DISPOSE OF CONC SIDEWALKS & RAMPS | SY | 61 | \$ 15.00 | \$ 915.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 10 | REMOVE AND DISPOSE OF EXIST STM SWR PIPE | LF | 670 | \$ 20.00 | \$ 13,400.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 11 | REMOVE AND DISPOSE OF EXIST MANHOLES | EA | 7 | \$ 850.00 | \$ 5,950.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 12 | REMOVE AND DISPOSE OF EXIST INLETS | EA | 6 | \$ 850.00 | \$ 5,100.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 13 | CUT AND PLUG PIPES | EA | 3 | \$ 2,000.00 | \$ 6,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| Traffic Control Items | | | | | | | | | | | | |
| 14 | TRAFFIC CONTROL AND REGULATION | LS | 1 | \$ 112,500.00 | \$ 112,500.00 | 0.30 | 0.10 | 0.40 | \$ 11,250.00 | \$ 45,000.00 | 40% | |
| 15 | FURNISH AND INSTALLING PRECAST LPCB TYP 1&2 | LF | 560 | \$ 30.00 | \$ 16,800.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 16 | MOVE PRECAST LPCB TYP 1&2 | LF | 880 | \$ 15.00 | \$ 13,200.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 17 | REMOVE PRECAST LPCB TYP 1&2 | LF | 560 | \$ 15.00 | \$ 8,400.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| Roadway Items | | | | | | | | | | | | |
| 18 | HYDRATED LIME (SLURRY) OR COMMERCIAL LIME SLURRY | TON | 97 | \$ 365.00 | \$ 35,405.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 19 | 8" LIME TREATED STABILIZED SUBGRADE | SY | 4388 | \$ 8.50 | \$ 37,298.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 20 | REINFORCED CONCRETE PAVEMENT (6" DEPTH) | SY | 1534 | \$ 80.00 | \$ 122,720.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 21 | REINFORCED CONCRETE PAVEMENT (6" DEPTH) HES | SY | 1041 | \$ 100.00 | \$ 104,100.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 22 | REINFORCED CONCRETE PAVEMENT (11" DEPTH) | SY | 534 | \$ 115.00 | \$ 61,410.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 23 | REINFORCED CONCRETE PAVEMENT (11" DEPTH) HES | SY | 870 | \$ 130.00 | \$ 113,100.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 24 | TYPE D HOT MIX ASPHALTIC CONC PAV. (1-1/2") INCL. TACKCOAT | TON | 362 | \$ 250.00 | \$ 90,500.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 25 | REINFORCED CONCRETE SIDEWALK (4-1/2" THICK) | SF | 152 | \$ 25.00 | \$ 3,800.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 26 | CONSTRUCT ADA COMPLAINT RAMP | SF | 605 | \$ 30.00 | \$ 18,150.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 27 | 6-INCHES CONC DRIVEWAY, INCL. EXCAVATION AND BASE | SF | 3287 | \$ 12.00 | \$ 39,444.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 28 | 7-INCH HES CONC DRIVEWAY, INCL. EXCAVATION AND BASE | SF | 300 | \$ 20.00 | \$ 6,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 29 | REINFORCED CONCRETE CURB (6") | LF | 1810 | \$ 5.00 | \$ 9,050.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 30 | CONCRETE PAVING HEADER | LF | 195 | \$ 15.00 | \$ 2,925.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| Pavement Marking Items | | | | | | | | | | | | |
| 31 | THERMOPLASTIC PAVEMENT MARKINGS - (W) (12") (SLD) | LF | 132 | \$ 5.00 | \$ 660.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 32 | THERMOPLASTIC PAVEMENT MARKINGS - (W) (24") (SLD) | LF | 65 | \$ 10.00 | \$ 650.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 33 | RAISED PAVEMENT MARKERS TYPE II (A-A) | EA | 34 | \$ 10.00 | \$ 340.00 | 0.00 | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 34 | THERMOPLASTIC PAVEMENT MARKINGS - (Y)(4") (SLD) | LF | 1274 | \$ 2.50 | \$ 3,185.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| Drainage Items | | | | | | | | | | | | |
| 35 | BRICK PLUG IN RCB | SF | 240 | \$ 50.00 | \$ 12,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 36 | TYP C-1 INLET W/ ONE EXTENSION | EA | 13 | \$ 6,500.00 | \$ 84,500.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 37 | TXDOT TYP C-1 INLET W/ ONE EXTENSION | EA | 5 | \$ 7,500.00 | \$ 37,500.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 38 | TYP C 4-FOOT DIA PRECAST ROUND CONC MANHOLE | EA | 3 | \$ 9,000.00 | \$ 27,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 39 | TYP C 4-FOOT DIA PRECAST MANHOLE ON RCB | EA | 10 | \$ 3,000.00 | \$ 30,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 40 | DESIGN, FURNISH, AND INSTALL 9'x9' JUNCTION BOX | EA | 3 | \$ 30,000.00 | \$ 90,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 41 | DESIGN, FURNISH, AND INSTALL 9'x9' JUNCTION BOX W/ 4'x3' RESTRICTOR | EA | 1 | \$ 30,000.00 | \$ 30,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 42 | 3-INCH PVC PIPE TO CURB | LF | 20 | \$ 20.00 | \$ 400.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 43 | 4-INCH PVC PIPE TO CURB | LF | 20 | \$ 25.00 | \$ 500.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 44 | 24-INCH DIA STM SWR BY OPEN CUT | LF | 151 | \$ 200.00 | \$ 30,200.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 45 | 30-INCH DIA STM SWR BY OPEN CUT | LF | 14 | \$ 300.00 | \$ 4,200.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 46 | 7'x7' RCB BY OPEN CUT | LF | 2248 | \$ 900.00 | \$ 2,023,200.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 47 | 7'x5' RCB BY OPEN CUT | LF | 40 | \$ 1,300.00 | \$ 52,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 48 | 7'x4' RCB BY OPEN CUT | LF | 110 | \$ 1,250.00 | \$ 137,500.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 49 | TRENCH SAFETY SYSTEM | LF | 2563 | \$ 5.00 | \$ 12,815.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| SWPPP Items | | | | | | | | | | | | |
| 50 | INLET PROTECTION BARRIER | LF | 78 | \$ 25.00 | \$ 1,950.00 | 78.00 | | 78.00 | \$ - | \$ 1,950.00 | 100% | |
| 51 | BAGGED GRAVEL BARRIER | LF | 369 | \$ 25.00 | \$ 9,225.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 52 | REINFORCED SILT FENCE | LF | 2059 | \$ 2.00 | \$ 4,118.00 | 2059.00 | | 2059.00 | \$ - | \$ 4,118.00 | 100% | |
| 53 | ROCK FILTER DAME - TYPE 2 | LF | 109 | \$ 50.00 | \$ 5,450.00 | 40.00 | | 40.00 | \$ - | \$ 2,000.00 | 37% | |
| 54 | STABILIZED CONSTRUCTION ACCESS | SY | 110 | \$ 35.00 | \$ 3,850.00 | 66.00 | | 66.00 | \$ - | \$ 2,310.00 | 60% | |
| Water Line Items | | | | | | | | | | | | |
| 55 | HAND DIG FOR WATER LINE INSTALLATION | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | 1.00 | | 1.00 | \$ - | \$ 5,000.00 | 100% | |
| 56 | OFFSET OF EXIST 1-1/2" TO 2" DIA SERVICE LINE, LONG SIDE | EA | 20 | \$ 4,000.00 | \$ 80,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 57 | REMOVE OF EXIST WATER LINE (ALL SIZES) | LF | 460 | \$ 12.00 | \$ 5,520.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 58 | TRENCH SAFETY SYSTEM | LF | 395 | \$ 10.00 | \$ 3,950.00 | 263.00 | | 263.00 | \$ - | \$ 2,630.00 | 67% | |
| 59 | WTR MAIN PIPE (PVC) 8-INCH, BY OPEN CUT | LF | 207 | \$ 250.00 | \$ 51,750.00 | 167.00 | | 167.00 | \$ - | \$ 41,750.00 | 81% | |
| 60 | WTR MAIN PIPE (PVC) 12-INCH, BY OPEN CUT | LF | 188 | \$ 350.00 | \$ 65,800.00 | 96.00 | | 96.00 | \$ - | \$ 33,600.00 | 51% | |
| 61 | FIRE HYDRANT BRANCH | LF | 5 | \$ 250.00 | \$ 1,250.00 | 1.00 | | 1.00 | \$ - | \$ 250.00 | 20% | |
| 62 | FIRE HYDRANT ASSEMBLY | EA | 1 | \$ 15,000.00 | \$ 15,000.00 | 1.00 | | 1.00 | \$ - | \$ 15,000.00 | 100% | |
| 63 | REMOVING AND SALVAGING FIRE HYDRANT | EA | 1 | \$ 550.00 | \$ 550.00 | 1.00 | | 1.00 | \$ - | \$ 550.00 | 100% | |
| 64 | CUT, PLUG, & ABANDON (6 IN) | EA | 7 | \$ 1,250.00 | \$ 8,750.00 | 1.00 | | 1.00 | \$ - | \$ 1,250.00 | 14% | |
| 65 | CUT, PLUG, & ABANDON (8 IN) | EA | 2 | \$ 1,350.00 | \$ 2,700.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 66 | WET CONNECTION (8 IN) | EA | 12 | \$ 1,500.00 | \$ 18,000.00 | 7.00 | | 7.00 | \$ - | \$ 10,500.00 | 58% | |
| 67 | WET CONNECTION (12 IN) | EA | 7 | \$ 2,000.00 | \$ 14,000.00 | 2.00 | | 2.00 | \$ - | \$ 4,000.00 | 29% | |
| Sanitary Sewer Items | | | | | | | | | | | | |
| 68 | ADJUST EXIST SAN SWR MANHOLES TO GRADE | EA | 1 | \$ 1,000.00 | \$ 1,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 69 | CASING (STEEL) (SAN SWR) (15 IN) | LF | 40 | \$ 250.00 | \$ 10,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 70 | 10-INCH SAN SWR BY OPEN CUT | LF | 19 | \$ 500.00 | \$ 9,500.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| Illumination Items | | | | | | | | | | | | |
| 71 | GROUND BOX TYP D (162922) | EA | 2 | \$ 1,500.00 | \$ 3,000.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |
| 72 | STREET LIGHTING CONDUIT, 2-INCH, SCH 80 PVC | LF | 162 | \$ 30.00 | \$ 4,860.00 | 0.00 | | 0.00 | \$ - | \$ - | 0% | |

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| Activity Id | Activity Name | Original Duration | Remaining Duration | Activity % Complete | Start | Finish | Total Float | October 2024 | November 2024 | December 2024 | January 2025 | February 2025 | March 2025 | April 2025 | May 2025 | June 2025 | July 2025 | August 2025 | September 2025 | October 2025 | November 2025 | December 2025 | January 2026 | February 2026 | March 2026 | April 2026 | May 2026 | June 2026 | July 2026 |
|--|---|-------------------|--------------------|---------------------|------------|--------|-------------|--------------|---------------|---------------|--------------|---------------|------------|------------|----------|-----------|-----------|-------------|----------------|--------------|---------------|---------------|--------------|---------------|------------|------------|----------|-----------|-----------|
| MCRABBCB-2.2.4.6.2 Phase 6 - Step 2 Cedarvale Dr. - Windhover Ln. to Det | | 5 | 0 | 21-Nov-25 | 02-Dec-25 | 24 | | | | | | | | | | | | | | | | | | | | | | | |
| A1680 | Mit Existing Asphalt Overlay 1.5" Surface Asphalt | 8 | 8 | 0% 21-Nov-25 | 02-Dec-25 | 24 | | | | | | | | | | | | | | | | | | | | | | | |
| MCRABBCB-2.2.4.6.3 Phase 6 - Step 3 Dornant Ln. - Cedarvale Dr. to West | | 9 | 0 | 03-Dec-25 | 09-Dec-25 | 24 | | | | | | | | | | | | | | | | | | | | | | | |
| A1689 | Mit Existing Asphalt Overlay 1.5" Surface Asphalt | 9 | 9 | 0% 03-Dec-25 | 09-Dec-25 | 24 | | | | | | | | | | | | | | | | | | | | | | | |
| MCRABBCB-2.3 Closeout Phase | | 84 | 84 | 30-Mar-26 | 24-Jul-26 | 42 | | | | | | | | | | | | | | | | | | | | | | | |
| A1710 | Final Completion/De mob. | 0 | 0 | 0% | 29-Apr-26 | 0 | | | | | | | | | | | | | | | | | | | | | | | |
| A1700 | Punchlist Work | 22 | 22 | 0% 31-Mar-26 | 29-Apr-26 | 0 | | | | | | | | | | | | | | | | | | | | | | | |
| A1115 | Float (Weather/Construction Contingency) | 56 | 56 | 0% 11-May-26 | 24-Jul-26 | 44 | | | | | | | | | | | | | | | | | | | | | | | |
| A1120 | Substantial Completion | 0 | 0 | 0% | 30-Mar-26* | 0 | | | | | | | | | | | | | | | | | | | | | | | |

Page 2 of 2

TASK filter: All Activities

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MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORMLegal Project Name: BRIAR BRANCH DETENTION BASIN & STORM SEWER IMPROVEMENTSOutline Agreement No.: _____ WBS No.: N-T17000-0021-3Contractor's Company Name: Reytec Construction Resources, Inc.Address: 1901 Hollister St, Houston, TX 77080**CERTIFICATION**

Letti Hernandez, Contractor's Representative for the above referenced Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contractor made such payments (a) in proportion to the amount City paid Contractor and (b) in accordance and compliance with all applicable Contract Documents and laws; and (3) Contractor withheld no sums from any subcontractor for allegations of deficiency in Work. The term "subcontractor", as used herein, includes all persons or firms furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

EXCEPTION: Contractor sent Payment Notifications to the following subcontractors explaining why Contractor withheld payment. Copies are attached.

Subcontractor Name: _____

Subcontractor Name: _____

Street Address: _____

Street Address: _____

City, State, and Zip Code: _____

City, State, and Zip Code: _____

Amount of Payment Withheld: _____

Amount of Payment Withheld: _____

Date Payment First Withheld: _____

Date Payment First Withheld: _____

Description of Good Faith Reason: _____

Description of Good Faith Reason: _____

Letti Hernandez
(Signature of Contractor's Representative)

Letti Hernandez
(Print or Type Name of Contractor's Representative)

05/07/2025

Date

PAYMENT NOTIFICATION – EXPLANATION OF WITHHOLDING

Legal Project Name: BRIAR BRANCH DETENTION BASIN & STORM SEWER IMPROVEMENTS

Outline Agreement No.: _____ WBS No.: N-T17000-0021-3

Contractor's Company Name: Reytec Construction, Inc.

Address: 1901 Hollister St, Houston, TX 77080

Date: 05/07/2025

SUBCONTRACTOR PAYMENT INFORMATION:

Subcontractor Name: _____

Street Address: _____

City, State, and Zip Code: _____

Business Phone Number: _____

Amount of Subcontractor Invoice: _____

Amount of Payment Made: _____

Amount of Payment Withheld: _____

Date Payment First Withheld: _____

DETAILED EXPLANATION OF WITHHOLDING: _____

Letti Hernandez

(Signature of Contractor's Representative)

Letti Hernandez

(Print or Type Name of Contractor's Representative)

CONTRACTOR PAYMENT REPORT FORM

Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE/MWBE/HUB provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the MHRA in the future in accordance with the procedures set forth in the DBE/MWBE/HUB Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following sheet.

| 1 Contract Number, if applicable | 2 Invoice Number | 3 Reporting Period | | 4 Contractor's Business Name | 5 Contact Person | 6 Address |
|-------------------------------------|---|-------------------------------------|--------------------------------|--------------------------------------|-------------------------------------|--------------------------------------|
| | | From: | To: | | | |
| W140-01-00 | 4 | 4/1/2025 | 4/30/2025 | Reytec Construction Resources, Inc. | Letti Hernandez | 1901 Hollister St, Houston, TX 77080 |
| 7 Telephone Number | 8 Date of Contract Award | 9 Schedule Date of Completion | 10 Original Contract Amount | 11 Current Contract Modifications | 12 Total Amount Received to Date | 13 Total Amount Owed |
| (832) 622-3633 | 10/15/2024 | 4/27/2026 | \$13,797,688.00 | \$0.00 | \$3,989,862.63 | \$433,357.32 |
| 14 Committed DBE/MWBE/HUB % | 15 Actual DBE/MWBE/HUB Participation to date | 16 Actual DBE/MWBE/HUB % to date | | | | |
| 20.00% | \$0.00 | | | | | |

| 17 Name of DBE/MWBE/HUB Subcontractor | 18 Description of Work | 19 Amount of payments made during current invoice period | 20 Date of payments made during current invoice period | 21 Subcontract Dollars | 22 Amount paid to date | 23 Percent paid to date | 24 Amount of this invoice allocated to DBE/MWBE/HUB Subcontractor |
|--|---------------------------|---|---|---------------------------|---------------------------|----------------------------|--|
| DBE MWSBE SUBCONTRACTORS | | | | | | | |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| DBE MWSBE SUPPLIERS | | | | | | | |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| NON-DBE MWSBE SUBCONTRACTORS/SUPPLIERS | | | | | | | |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

By completing this form, the Contractor acknowledges the MHRA's prompt payment policy, which requires the Contractor to pay all subcontractors within 10 days of receiving payment from the MHRA.

| Signature | Date Signed | Name and Title of Individual Completing Report |
|-----------|-------------|--|
| | | |

PAYROLL REPORTING

Page: 1 of 3

Date: Apr 29, 2025

Time: 11:24 AM EDT

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------|--|----|----------------------------|----|----|----|---|---|---|------|--|----|-------|-----|--|----|----|----|--|--|----------------|--------------------------|-------------------------------|--|---|--|--|--|--|-------|--|--|--|--------------------------------------|--|--------------|
| | | NAME OF CONTRACTOR : ReYTEC Construction Resources CONTRACTOR'S LICENSE NO: OR SUBCONTRACTOR : SPECIALTY LICENSE NO: CONTRACTOR JOB NUMBER: 2289 | | | | | | | | | | | | | | | | | | ADDRESS: 1901 Hollister Street, Houston, TX, 77080 | | | | | | | | | | | | | | | | | |
| | | PAYROLL No. | | FOR WEEK ENDING: 30-MAR-25 | | | | | | | | | | | | SELF-INSURED CERTIFICATE NO: WORKER'S COMPENSATION POLICY NO: FEIN: 76-0516513 | | | | | | | | | | PROJECT OR CONTRACT NO: 2289 PROJECT AND LOCATION: Briar Branch Storm Water Detention Basin Expansion | | | | | | | | | | | |
| | | | | (4) DAY | | | | | | | | | | (5) | (6) | | | | | | | | | | | | | | | | | | | | | | |
| (1) Name, Address and SSN of Employee | (2) Exempt ions | (3) Work Classification | ST | M | T | W | TH | F | S | S | DATE | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | HOURS WORKED EACH DAY | | Total Hours | Hourly Rate of Pay | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS | | | | | | | | | | (9) Net Wages Paid for Week | | Check No. |
| Amaya, Jose 16506 Sinaloa Dr. Houston, TX 77083 *****9491 | | Excavator Op | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | | | 40 | 27.00 | | | | | | | | | | | | | | | | | 10527 | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Castaneda-Delgado, Luis 15823 Sarasam Creek Cypress, TX 77429 *****7423 | | Pipe Layer Help | ST | 10 | 0 | 0 | 0 | 0 | 0 | 0 | | | 10 | 17.00 | | | | | | | | | | | | | | | | | 10565 | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fuentes-Amaya, Luis 16506 Sinaloa Dr. Houston, TX 77083 *****9349 | | Bulldozer Op | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | | | 40 | 24.50 | | | | | | | | | | | | | | | | | 10618 | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Morales, Roger 12066 Sela Lane Apt B1, Houston, TX 77072 *****8058 | | Laborer Common | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | | | 40 | 16.00 | | | | | | | | | | | | | | | | | 10730 | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Zetino-Contreras, Saul 4607 Sherwood Lane. #784, Houston, TX 77092 *****7523 | | Laborer Common | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | | | 40 | 16.00 | | | | | | | | | | | | | | | | | 10848 | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

THIS PROJECT TOTAL

170

3,510.00

PAYROLL REPORTING

Page: 2 of 3

Date: Apr 29, 2025

Time: 11:24 AM EDT

Date Apr 29, 2025

I, Melissa Gamez

(Name of Signatory Party)

Payroll Coordinator

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources

on the

(Contractor or Subcontractor)

Briar Branch Storm Water

; that during the payroll period commencing on the

(Building or Work)

24th day of March, 2025, and ending the 30th day of March, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
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| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|-----------------------------------|----------------------|
| Melissa Gamez Payroll Coordinator | <i>Melissa Gamez</i> |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL REPORTING

Page: 3 of 3
Date: Apr 29, 2025
Time: 11:24 AM EDT

Report Parameters

| | | | | | | |
|-----------|------|-----------------|--------------------|--------------|--------------|------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:24 AM EDT | |
| Pay Run: | W | From Period: | 14 | Run Date: | Apr 29, 2025 | |
| Year: | 2025 | To Period: | 14 | Report Code: | PY1096 | 27.10.2020 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ | |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 3 | |
| | | Print Fringe | N | | | |

PAYROLL REPORTING

Page: 1 of 3

Date: Apr 29, 2025

Time: 11:34 AM EDT

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------|--|--|----------------------------|----|----|----|----|----|------|----------------|--------------------------|-------------------------------|-----------------|--|--|---------------------|-----|---------------------|--|--------------------|----------|--------------------------------------|----------|---------------|---|-----------------|---------|-------------------|---------|--|--|--|--|--|
| | | NAME OF CONTRACTOR : Reytec Construction Resources CONTRACTOR'S LICENSE NO: OR SUBCONTRACTOR : SPECIALTY LICENSE NO: CONTRACTOR JOB NUMBER: 2289 | | | | | | | | | | | | | | | | | | ADDRESS: 1901 Hollister Street, Houston, TX, 77080 | | | | | | | | | | | | | | | |
| | | PAYROLL No. | | FOR WEEK ENDING: 06-APR-25 | | | | | | | | (5) | | (6) | | SELF-INSURED CERTIFICATE NO: WORKER'S COMPENSATION POLICY NO: FEIN: 76-0516513 | | | | | | | | | | PROJECT OR CONTRACT NO: 2289 PROJECT AND LOCATION: Briar Branch Storm Water Detention Basin Expansion | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (1) Name, Address and SSN of Employee | (2) Exempt ions | (3) Work Classification | (4) DAY M T W TH F S S DATE 31 01 02 03 04 05 06 HOURS WORKED EACH DAY | | | | | | | | Total Hours | Hourly Rate of Pay | (7) GROSS AMOUNT EARNED | | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS | | | | | | | | (9) Net Wages Paid for Week | | Check No. | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amaya, Jose 16506 Sinaloa Dr. Houston, TX 77083 *****9491 | | Excavator Op | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 40.50 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 1,205.97 | 10862 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 27.00 | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 1,485.00 | 1,485.00 | | | | | | | | | | | | 165.43 | 113.60 | | 0.00 | | 279.03 | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | | | | | | | | | | | | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | |
| | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | |
| Fuentes-Amaya, Luis 16506 Sinaloa Dr. Houston, TX 77083 *****9349 | | Bulldozer Op | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 36.75 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 1,109.23 | 10955 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 24.50 | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 1,347.50 | 1,347.50 | | | | | | | | | | | | 135.18 | 103.09 | | 0.00 | | 238.27 | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | | | | | | | | | | | | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | |
| | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | |
| Morales, Roger 12066 Sela Lane Apt B1, Houston, TX 77072 *****8058 | | Laborer Common | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 24.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 812.68 | 11068 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 16.00 | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 880.00 | 880.00 | | | | | | | | | | | | | 67.32 | | 0.00 | | 67.32 | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | | | | | | | | | | | | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | |
| | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | |
| Zetino-Contreras, Saul 4607 Sherwood Lane. #784, Houston, TX 77092 *****7523 | | Laborer Common | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 24.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 807.78 | 11185 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 16.00 | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 880.00 | 880.00 | | | | | | | | | | | | | 66.91 | | 0.00 | | 72.22 | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | | | | | | | | | | | | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | |
| | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | |

THIS PROJECT TOTAL

200

4,592.50

PAYROLL REPORTING

Page: 2 of 3

Date: Apr 29, 2025

Time: 11:34 AM EDT

Date Apr 29, 2025

I, Melissa Gamez

(Name of Signatory Party)

Payroll Coordinator

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources

on the

(Contractor or Subcontractor)

Briar Branch Storm Water

; that during the payroll period commencing on the

(Building or Work)

31st day of March, 2025, and ending the 06th day of April, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

~~Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments~~

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|--|----------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| REMARKS: | |
| | |
| NAME AND TITLE | SIGNATURE |
| Melissa Gamez Payroll Coordinator | <i>Melissa Gamez</i> |
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

PAYROLL REPORTING

Page: 3 of 3
Date: Apr 29, 2025
Time: 11:34 AM EDT

Report Parameters

| | | | | | |
|-----------|------|-----------------|--------------------|--------------|--------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:34 AM EDT |
| Pay Run: | W | From Period: | 15 | Run Date: | Apr 29, 2025 |
| Year: | 2025 | To Period: | 15 | Report Code: | PY1096 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 3 |
| | | Print Fringe | N | | |

PAYROLL REPORTING

Page: 1 of 3

Date: Apr 29, 2025

Time: 11:37 AM EDT

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------|--|----|----------------------------|----|----|----|----|---|---|----------------|--------------------------|-------------------------------|-----------------|--|--|---------------------|-------------------|---------------------|--|--------------------|----------|-------|--|--------------------------------------|---|--------------|--|--|--|--|--|--|--|--|
| | | NAME OF CONTRACTOR : ReYTEC Construction Resources CONTRACTOR'S LICENSE NO: OR SUBCONTRACTOR : SPECIALTY LICENSE NO: CONTRACTOR JOB NUMBER: 2289 | | | | | | | | | | | | | | | | | | ADDRESS: 1901 Hollister Street, Houston, TX, 77080 | | | | | | | | | | | | | | | |
| | | PAYROLL No. | | FOR WEEK ENDING: 13-APR-25 | | | | | | | | (5) | | (6) | | SELF-INSURED CERTIFICATE NO: WORKER'S COMPENSATION POLICY NO: FEIN: 76-0516513 | | | | | | | | | | PROJECT OR CONTRACT NO: 2289 PROJECT AND LOCATION: Briar Branch Storm Water Detention Basin Expansion | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (1) Name, Address and SSN of Employee | (2) Exempt ions | (3) Work Classification | | | | | | | | | Total Hours | Hourly Rate of Pay | (7) GROSS AMOUNT EARNED | | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS | | | | | | | | | | (9) Net Wages Paid for Week | | Check No. | | | | | | | | |
| (4) DAY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amaya, Jose 16506 Sinaloa Dr. Houston, TX 77083 *****9491 | | Excavator Op | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 40.50 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 1,205.97 | 11200 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 27.00 | 1,485.00 | 1,485.00 | 165.43 | 113.60 | | | 0.00 | | 279.03 | | | | | | | | | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | |
| Fuentes-Amaya, Luis 16506 Sinaloa Dr. Houston, TX 77083 *****9349 | | Bulldozer Op | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 36.75 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 1,109.23 | 11294 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 24.50 | 1,347.50 | 1,347.50 | 135.18 | 103.09 | | | 0.00 | | 238.27 | | | | | | | | | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | |
| Morales, Roger 12066 Sela Lane Apt B1, Houston, TX 77072 *****8058 | | Laborer Common | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 24.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 812.68 | 11409 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 16.00 | 880.00 | 880.00 | | 67.32 | | | 0.00 | | 67.32 | | | | | | | | | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | |
| Zetino-Contreras, Saul 4607 Sherwood Lane. #784, Houston, TX 77092 *****7523 | | Laborer Common | OT | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 24.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 807.78 | 11530 | | | | | | | | | | | | |
| | | | ST | 10 | 10 | 10 | 10 | 0 | 0 | 0 | 40 | 16.00 | 880.00 | 880.00 | | 66.91 | | | 0.00 | | 72.22 | | | | | | | | | | | | | | |
| | | | | | | | | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 50 | 50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | |

THIS PROJECT TOTAL

200

4,592.50

PAYROLL REPORTING

Page: 2 of 3

Date: Apr 29, 2025

Time: 11:37 AM EDT

Date Apr 29, 2025

1, Melissa Gamez

(Name of Signatory Party)

Payroll Coordinator

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources

on the

(Contractor or Subcontractor)

Briar Branch Storm Water

; that during the payroll period commencing on the

(Building or Work)

07th day of April, 2025, and ending the 13th day of April, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|-----------------------------------|----------------------|
| Melissa Gamez Payroll Coordinator | <i>Melissa Gamez</i> |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL REPORTING

Page: 3 of 3
Date: Apr 29, 2025
Time: 11:37 AM EDT

Report Parameters

| | | | | | |
|-----------|------|-----------------|--------------------|--------------|--------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:37 AM EDT |
| Pay Run: | W | From Period: | 16 | Run Date: | Apr 29, 2025 |
| Year: | 2025 | To Period: | 16 | Report Code: | PY1096 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 3 |
| | | Print Fringe | N | | |

27.10.2020

PAYROLL REPORTING

Page: 2 of 4

Date: Apr 29, 2025

Time: 11:38 AM EDT

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------|--|-----------------------|----------------------------|----|----|-----|---|---|----------------|----|--------------------------|-------------------------------|--|--|---------------|---------------------|-----------------|---------------------|--|--------------------|----------|--------------------------------------|---|--------------|--|--|--|--|--|--|--|--|
| | | NAME OF CONTRACTOR : Reytec Construction Resources CONTRACTOR'S LICENSE NO: OR SUBCONTRACTOR : SPECIALTY LICENSE NO: CONTRACTOR JOB NUMBER: 2289 | | | | | | | | | | | | | | | | | | ADDRESS: 1901 Hollister Street, Houston, TX, 77080 | | | | | | | | | | | | | |
| | | PAYROLL No. | | FOR WEEK ENDING: 20-APR-25 | | | | | | | | | | SELF-INSURED CERTIFICATE NO: WORKER'S COMPENSATION POLICY NO: FEIN: 76-0516513 | | | | | | | | | | PROJECT OR CONTRACT NO: 2289 PROJECT AND LOCATION: Briar Branch Storm Water Detention Basin Expansion | | | | | | | | | |
| | | (4) DAY | | | | | | | | | | (5) | (6) | | | | | | | | | | | | | | | | | | | | |
| (1) Name, Address and SSN of Employee | (2) Exempt ions | (3) Work Classification | M | T | W | TH | F | S | S | Total Hours | | Hourly Rate of Pay | (7) GROSS AMOUNT EARNED | | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS | | | | | | | | (9) Net Wages Paid for Week | | Check No. | | | | | | | | |
| | | | DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | 14 15 16 17 18 19 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rivas-Castro, Jose 462 Country Road 3479J Cleveland, TX 77327 *****0018 | | Pipe Layer | ST | 0 | 10 | 10 | 10 | 0 | 0 | 0 | 30 | 23.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 637.21 | 11876 | | | | | | | | | | |
| | | | | | | | | | | | | | 690.00 | 690.00 | | 52.79 | | | 0.00 | | 52.79 | | | | | | | | | | | | |
| | | | | | | | | | | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | |
| | | | | | | | | | | | | | 30 | 30 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | |
| Tejada, Oscar 8311 Winkler Dr. #69, Houston, TX 77017 *****6445 | | Pipe Layer Help | OT | 0 | 0 | 0 | 0 | 5 | 5 | 5 | 15 | 28.50 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 1,091.75 | 11917 | | | | | | | | | | |
| | | | ST | 0 | 0 | 10 | 10 | 0 | 0 | 0 | 20 | 19.00 | 807.50 | 1,187.50 | | 90.44 | | | 0.00 | | 95.75 | | | | | | | | | | | | |
| | | | | | | | | | | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | |
| | | | | | | | | | | | | | 35 | 55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | |
| Zetino-Contreras, Saul 4607 Sherwood Lane. #784, Houston, TX 77092 *****7523 | | Laborer Common | OT | 0 | 0 | 0 | 2 | 5 | 5 | 5 | 17 | 24.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 953.92 | 11946 | | | | | | | | | | |
| | | | ST | 10.5 | 10 | 11 | 8.5 | 0 | 0 | 0 | 40 | 16.00 | 1,048.00 | 1,048.00 | 9.00 | 79.77 | | | 0.00 | | 94.08 | | | | | | | | | | | | |
| | | | | | | | | | | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | |
| | | | | | | | | | | | | | 57 | 57 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | |

THIS PROJECT TOTAL

313.5

7,017.38

PAYROLL REPORTING

Page: 3 of 4

Date: Apr 29, 2025

Time: 11:38 AM EDT

Date Apr 29, 2025

I, **Melissa Gamez**

(Name of Signatory Party)

Payroll Coordinator

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources

on the

(Contractor or Subcontractor)

Briar Branch Storm Water

; that during the payroll period commencing on the

(Building or Work)

14th day of April, 2025, and ending the 20th day of April, 2025.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|--|----------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| REMARKS: | |
| | |
| NAME AND TITLE | SIGNATURE |
| Melissa Gamez Payroll Coordinator | <i>Melissa Gamez</i> |
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

PAYROLL REPORTING

Page: 4 of 4
Date: Apr 29, 2025
Time: 11:38 AM EDT

Report Parameters

| | | | | | | |
|-----------|------|-----------------|--------------------|--------------|--------------|------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:38 AM EDT | |
| Pay Run: | W | From Period: | 17 | Run Date: | Apr 29, 2025 | |
| Year: | 2025 | To Period: | 17 | Report Code: | PY1096 | 27.10.2020 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ | |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 4 | |
| | | Print Fringe | N | | | |

Memorial City Redevelopment Authority Status Update

As of May 21, 2025

W-140 Detention Basin Improvement Project (\$3,394,000 EPA grant)

- The first disbursement of \$3,458 accompanying pay application #1 has been paid to the MCRA.
- The second draw of \$2,394,000 accompanying pay application #2 has been paid to the MCRA.
- Third draw pending.

Memorial Drive Phase II (FY26 Earmark Submission)

- Representative Hunt's office has communicated a desire to carry forward projects he had previously supported through the FY25 appropriations process. This includes Memorial Drive Phase 2. TGC updated application materials, re-collected updated letters of support, and coordinated concurrence with the City of Houston. TGC provided Representative Hunt's office with a request for \$10M on April 16, 2025. TGC will continue to work with the congressional office through the appropriations process. Deadlines for submission to the House Appropriations Committee are set for mid-May; however, FY26 projects are yet to be posted.

Memorial Drive Phase II (\$3M HUD grant, \$2,334,147 MCRA share)

- The SOQ process closed on May 16, 2025.
- Eight responsive submissions have been received.
- TGC is coordinating the evaluation process with the City of Bunker Hill Village and the Memorial City Redevelopment Authority.
- The HUD grant has been executed.

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

7. Receive financial and bookkeeper's report, including approval of payment of invoices, review of investments, and project cash flow reports.

Memorial City Redevelopment Authority / TIRZ No. 17

Cash Management Report

April 30, 2025

ETI BOOKKEEPING SERVICES

17111 ROLLING CREEK DRIVE SUITE 108

HOUSTON TX 77090

TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2025

Summary

| <u>Current Activity</u> | <u>General Operating Fund</u> | <u>Capital Projects Fund</u> | <u>Debt Service Fund</u> | <u>Total</u> |
|-------------------------|-----------------------------------|----------------------------------|------------------------------|---------------|
| Beginning Balance | 27,006,749.22 | 0.00 | 451,090.41 | 27,457,839.63 |
| Revenue | 95,383.10 | 0.00 | 1,604.96 | 96,988.06 |
| Expenditures | 700,705.80 | 0.00 | 0.00 | 700,705.80 |
| Ending Balance | 26,401,426.52 | 0.00 | 452,695.37 | 26,854,121.89 |

NOTES:

Debt Service Payments due in Fiscal Year End 2025:

| Date | Series | Principal | Interest | Total |
|----------|--------|--------------|-----------------------|---------------------|
| 9/1/2024 | 2016R | 3,125,000.00 | 122,910.00 | 3,247,910.00 |
| 9/1/2024 | 2019 | 2,970,000.00 | 569,875.00 | 3,539,875.00 |
| 3/1/2025 | 2016R | | 85,253.75 | 85,253.75 |
| 3/1/2025 | 2019 | | 495,625.00 | 495,625.00 |
| | | | Total FYE 2024 | 7,368,663.75 |

General Operating Fund

BEGINNING BALANCE:

27,006,749.22

REVENUE:

| | |
|--|-----------|
| Checking Interest - Wells Fargo | 152.31 |
| Texpool Interest | 93,848.13 |
| Wells Fargo/TexSTAR (Surplus Funds) Interest | 1,382.66 |
| Voided Check(s) | 0.00 |

Total Revenue:

95,383.10

DISBURSEMENTS:

| | |
|--------------------------------------|------------|
| Checks Presented At Last Meeting | 215,142.33 |
| Checks Written at/after Last Meeting | 485,563.47 |

| Num | Name | Amount |
|-------|------------------------------------|-------------|
| 3633 | Texas Department of Transportation | -485,563.47 |
| Total | | -485,563.47 |

Bank Fees

0.00

Total Expenditures

700,705.80

Ending Balance:

26,401,426.52

Location of Assets:

| Institution | Investment Number | Interest Rate | |
|----------------------|-----------------------|---------------|---------------|
| Wells Fargo Checking | *5490 | 1.0800 | 10,892.71 |
| TexPool | *0001 | 4.3355 | 26,000,537.41 |
| Wells Fargo/TexSTAR | TexSTAR Surplus Funds | 4.3553 | 389,996.40 |
| | | Total | 26,401,426.52 |

Memorial City Redevelopment Authority
Checks Presented
May 27, 2025

| Num | Name | Description | Amount |
|-------|-------------------------------------|---|-------------|
| 3634 | Allen Boone Humphries Robinson LLP | Legal Fees | -12,368.75 |
| 3635 | Equi-Tax, Inc | Tax Assessor/ Collector | -400.00 |
| 3636 | ETI Bookkeeping Services | Bookkeeping Fee | -1,159.28 |
| 3637 | Gauge Engineering, LLC | Engineering | -1,125.00 |
| 3638 | Hawes Hill & Associates | Professional Consultant | -10,000.00 |
| 3639 | The Goodman Corporation Inc | Consultant Fee | -9,500.00 |
| 3640 | Gauge Engineering, LLC | Engineering - Capital Projects | -54,751.00 |
| 3641 | HR Green | Engineering - Capital Projects | -10,323.23 |
| 3642 | The Goodman Corporation Inc | Detention Basin - Capital Projects | -13,228.92 |
| 3643 | Reytec Construction Resources, Inc. | Channel Improvements - Capital Projects | -433,357.32 |
| Total | | | -546,213.50 |

Debt Service Fund

| | | |
|--|----------|-------------------|
| BEGINNING BALANCE | | 451,090.41 |
| REVENUE | | |
| TexPool DSF Interest | 13.22 | |
| Wells Fargo/TexSTAR (2008 DSF) Interest | 282.50 | |
| Wells Fargo/TexSTAR (2008 Pled Rev) Interest | 1,309.24 | |
| Total Revenue | | 1,604.96 |
| EXPENDITURES | | |
| 2008 Debt Service Interest Payment | 0.00 | |
| 2008 Debt Service Principal Payment | 0.00 | |
| Trustee Fee | 0.00 | |
| Total Expenditures | | 0.00 |
| ENDING BALANCE | | 452,695.37 |

Location of Assets:

| Institution | Investment Number | Interest Rate | Current Balance |
|-------------------|--------------------------|---------------|-------------------|
| Wells Fargo *4601 | TexSTAR 2008 DSF | 4.3553 | 79,683.23 |
| Wells Fargo *4600 | TexSTAR 2008 Pledged Rev | 4.3553 | 369,280.31 |
| TexPool | *0004 | 4.3355 | 3,731.83 |
| | | Total | 452,695.37 |

**Memorial City Redevelopment Authority
Investment Report
April 30, 2025**

SCHEDULE OF INVESTMENTS

Investment Pools

| Fund | Location Of Assets | Interest Rate | Beginning Balance | | | Interest Earned | Deposits or (Withdrawals) | Ending Balance | | |
|------|--------------------------------|------------------|-------------------|----------|---------------|--------------------|------------------------------|----------------|----------|---------------|
| | | | Market | N.A.V. | Book | | | Market | N.A.V. | Book |
| GOF | TexPool | 4.3355 | 26,602,955.31 | 1.00001 | 26,602,689.28 | 93,848.13 | (696,000.00) | 26,001,317.43 | 1.00003 | 26,000,537.41 |
| DSF | TexPool | 4.3355 | 3,718.65 | 1.00001 | 3,718.61 | 13.22 | (0.00) | 3,731.94 | 1.00003 | 3,731.83 |
| GOF | Wells Fargo/ TexStar | 4.3553 | 388,629.28 | 1.000040 | 388,613.74 | 152.31 | 1,230.35 | 390,002.64 | 1.000016 | 389,996.40 |
| DSF | Wells Fargo/ TexStar DSF | 4.3553 | 79,403.91 | 1.000040 | 79,400.73 | 282.50 | 0.00 | 79,684.50 | 1.000016 | 79,683.23 |
| DSF | Wells Fargo/ TexStar PI Rev | 4.3553 | 367,985.79 | 1.000040 | 367,971.07 | 1,309.24 | (0.00) | 369,286.22 | 1.000016 | 369,280.31 |

Demand Accounts

| Fund | Location Of Assets | Interest Rate | Purchase Date | Beginning Balance | Interest Earned | Deposits or (Withdrawals) | Ending Balance |
|------|-----------------------|------------------|------------------|----------------------|--------------------|------------------------------|-------------------|
| GOF | Wells Fargo | 1.08 | 6/8/2015 | 15,446.20 | 152.31 | (4,705.80) | 10,892.71 |

Collateral Pledged In Addition to FDIC

| Depository Institution | Total Funds On Deposit | Custodial Institution | Securities Pledged | Collateral Description | Par Value | Market Value |
|---------------------------|---------------------------|--------------------------|-----------------------|---------------------------|--------------|-----------------|
| Wells Fargo | 10,892.71 | BNYM | 250,000 | FDIC | 250,000 | 250,000 |

Certification:
The Authority's investments are in compliance with the investment strategy as expressed in the Authority's Investment Policy and the Public Funds Investment Act. I hereby certify that pursuant to the Senate Bill 253 and in connection with the preparation of this investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the Authority does not own direct or indirect holdings in any companies identified on such lists.

Bookkeeper

Investment Officer

| Investment Officer | Date Assumed Office | Training Completed |
|----------------------|---------------------|--------------------|
| Jennifer Landreville | 4/23/2024 | 10/25/2024 |

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
April 2025

| | | | | April | | | Year to Date (10 Months) | | | Annual |
|---------------------------------------|---|--|--|-----------|-----------|----------|----------------------------|------------|------------|------------|
| | | | | Actual | Budget | Variance | Actual | Budget | Variance | Budget |
| Income | | | | | | | | | | |
| 1000 · Income | | | | | | | | | | |
| | 6001 · City Tax Revenue | | | 1,537,574 | 1,599,500 | -61,926 | 15,375,745 | 15,995,002 | -619,257 | 19,194,002 |
| | 8223 · Interest Income | | | 96,988 | 65,354 | 31,634 | 1,304,787 | 653,538 | 651,249 | 784,246 |
| | Total 1000 · Income | | | 1,634,562 | 1,664,854 | -30,292 | 16,680,532 | 16,648,540 | 31,992 | 19,978,248 |
| | 6-4350 · Grants | | | 0 | 368,333 | -368,333 | 0 | 3,683,333 | -3,683,333 | 4,420,000 |
| Total Income | | | | 1,634,562 | 2,033,187 | -398,625 | 16,680,532 | 20,331,873 | -3,651,341 | 24,398,248 |
| Expense | | | | | | | | | | |
| 3335 · Management Consulting Services | | | | | | | | | | |
| | 6320 · Legal | | | 12,369 | 4,167 | 8,202 | 27,518 | 41,667 | -14,149 | 50,000 |
| | 6322 · Eng Consultant/General Prof.Svc | | | 10,625 | 5,000 | 5,625 | 49,450 | 50,000 | -550 | 60,000 |
| | 6337 · Construction Audit | | | 0 | 417 | -417 | 0 | 4,167 | -4,167 | 5,000 |
| | 6343 · Other | | | 0 | 0 | 0 | 30 | 0 | 30 | 0 |
| | Total 3335 · Management Consulting Services | | | 22,994 | 9,584 | 13,410 | 76,998 | 95,834 | -18,836 | 115,000 |
| 5650 · Transfers | | | | | | | | | | |
| | 6420 · COH Administration Fee | | | 0 | 0 | 0 | 959,700 | 959,700 | 0 | 959,700 |
| | 6430 · Municipal Services | | | 0 | 0 | 0 | 0 | 0 | 0 | 2,256,619 |
| | Total 5650 · Transfers | | | 0 | 0 | 0 | 959,700 | 959,700 | 0 | 3,216,319 |
| | 5707 · Principal | | | 0 | 0 | 0 | 6,095,000 | 6,095,000 | 0 | 6,095,000 |
| | 5708 · Interest | | | 0 | 0 | 0 | 1,273,664 | 1,273,664 | 0 | 1,273,664 |
| | Total 5706 · Debt Service | | | 0 | 0 | 0 | 7,368,664 | 7,368,664 | 0 | 7,368,664 |
| 6-6300 · Maintenance & Operations | | | | | | | | | | |
| | 6321 · Auditor | | | 0 | 0 | 0 | 19,000 | 21,500 | -2,500 | 21,500 |
| | 6333 · Bookkeeping/Accounting | | | 1,559 | 1,583 | -24 | 16,704 | 15,833 | 871 | 19,000 |
| | 6340 · Administration Salaries/Benefit | | | 10,000 | 10,000 | 0 | 125,000 | 100,000 | 25,000 | 120,000 |
| | 6344 · Bond Svcs/Trustee/FA | | | 0 | 2,083 | -2,083 | 11,750 | 20,833 | -9,083 | 25,000 |
| | 6353 · Insurance | | | 0 | 0 | 0 | 1,870 | 2,250 | -380 | 2,250 |
| | 6359 · Bank Fees | | | 0 | 0 | 0 | 523 | 0 | 523 | 0 |
| | Total 6300 · Administration & Overhead | | | 11,559 | 13,666 | -2,107 | 174,847 | 160,416 | 14,431 | 187,750 |
| 7000 · Capital Expenditure | | | | | | | | | | |
| | 1725 · Parks & Green Space Improv. | | | 0 | 10,417 | -10,417 | 0 | 104,167 | -104,167 | 125,000 |
| | 1732A · N Gessner Drainage & Mobility | | | 0 | 0 | 0 | 485,563 | 0 | 485,563 | 0 |
| | 1735(1) · Detention Basin A | | | 0 | 625,377 | -625,377 | 0 | 6,253,767 | -6,253,767 | 7,504,520 |
| | 1737 · MetroNational - Detention/Roads | | | 0 | 0 | 0 | 3,013,459 | 3,013,460 | -1 | 3,013,460 |
| | 1738A · Memorial Dr Drain & Mobility 1 | | | 0 | 41,362 | -41,362 | 0 | 413,623 | -413,623 | 496,347 |
| | 1738B · Memorial Dr Drain & Mobility 2 | | | 11,625 | 104,454 | -92,829 | 24,750 | 1,044,542 | -1,019,792 | 1,253,450 |
| | 1741 · W140 Detention Basin Extensions | | | 482,515 | 402,579 | 79,936 | 4,641,061 | 4,025,785 | 615,276 | 4,830,942 |
| | 1742 · Detention Basin C | | | 17,520 | 0 | 17,520 | 110,620 | 0 | 110,620 | 0 |
| | 1799 · Sidewalk Improvement Program | | | 0 | 5,000 | -5,000 | 0 | 50,000 | -50,000 | 60,000 |
| | Total 7000 · Capital Expenditure | | | 511,660 | 1,189,189 | -677,529 | 8,275,453 | 14,905,344 | -6,629,891 | 17,283,719 |
| Total Expense | | | | 546,213 | 1,212,439 | -666,226 | 16,855,662 | 23,489,958 | -6,634,296 | 28,171,452 |
| Net Income | | | | 1,088,349 | 820,748 | 267,601 | -175,130 | -3,158,085 | 2,982,955 | -3,773,204 |

3634

ALLEN BOONE HUMPHRIES ROBINSON LLP

To contact the ABHR Billing Department, please call 713-860-6400 or email at billing@abhr.com

May 13, 2025

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General

Client/Matter: MEM001-01
Statement Number: 157263
Billing Attorney: Alia Vinson

REMITTANCE PAGE

| | |
|--|-------------------|
| Fees for services posted through May 09, 2025 | 5,431.25 |
| Expenses and Other Items posted through May 09, 2025 | 0.00 |
| Total Amount Due: | \$5,431.25 |

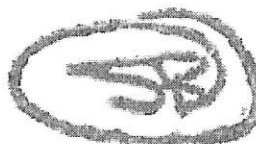
DUE UPON RECEIPT

Please return this page with your payment to the remittance address below:

Allen Boone Humphries Robinson LLP
PO Box 4346
Department 90
Houston, TX 77210-4346

*Checks should be made payable to Allen Boone Humphries Robinson LLP
Please include the invoice number on your check
Total amount payable in U.S.dollars*

Code No. 6320
5-19-2025



ALLEN BOONE HUMPHRIES ROBINSON LLP

To contact the ABHR Billing Department, please call 713-860-6400 or email at billing@abhr.com

April 22, 2025

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General

Client/Matter: MEM001-01
Statement Number: 157285
Billing Attorney: Alia Vinson

REMITTANCE PAGE

| | |
|--|-------------------|
| Fees for services posted through April 11, 2025 | 6,937.50 |
| Expenses and Other Items posted through April 11, 2025 | 0.00 |
| Total Amount Due: | \$6,937.50 |

DUE UPON RECEIPT

Please return this page with your payment to the remittance address below:

Allen Boone Humphries Robinson LLP
PO Box 4346
Department 90
Houston, TX 77210-4346

*Checks should be made payable to Allen Boone Humphries Robinson LLP
Please include the invoice number on your check
Total amount payable in U.S.dollars*



Code No. 6320
5-19-2025

Equi-Tax Inc.

Suite 200
17111 Rolling Creek Drive
Houston Texas 77090
281-444-4866

Invoice

| DATE | INVOICE # |
|----------|-----------|
| 5/1/2025 | 63479 |

3635

| BILL TO |
|---|
| TIRZ No. 17 - Memorial City RDA c/o ETI Bookkeeping Services Suite 108 17111 Rolling Creek Drive Houston TX 77090 |

| DESCRIPTION | AMOUNT |
|---|--------|
| Monthly Consultant Services fee per Contract Based on 444 items on the tax roll as of January 2025, at \$0.30 per item | 400.00 |
| Invoice emailed to: Jennifer Landreville at jl@equitaxinc.com Fred King at bkp2@etiaccounting.com Scott Bean at sbean@haweshill.com Linda Clayton at lclayton@haweshill.com | |

| | |
|--------------|-----------------|
| Total | \$400.00 |
|--------------|-----------------|



Code No. 6333
5-19-2025

PO BOX 73109
Houston, TX 77273

3636

| | |
|----------|-----------|
| Date | Invoice # |
| 5/1/2025 | 10541 |

| |
|---|
| Bill To |
| TIRZ 17 Redevelopment Authority P.O. Box 73109 Houston, Texas 77273 |

| Description | Qty | Rate | Amount |
|-------------|-----|----------|----------|
| Bookkeeping | | 1,159.28 | 1,159.28 |

| | | |
|--|-------------------------|------------|
| | Total | \$1,159.28 |
| | Payments/Credits | \$0.00 |
| | Balance Due | \$1,159.28 |



Code No. 6333
5-19-2025

3637



An HR Green Company

Please Remit To:
 Gauge Engineering LLC
 PO Box 312
 Des Moines, IA 50302
 319-841-4000

Memorial City Redevelopment Authority/TIRZ 17
 9600 Long Point Rd, Suite 200
 Houston, TX 77055

May 20, 2025
 Project No: 2501778-0000
 Invoice No: 188031
 Invoice Total: 1,125.00

Project 2501778-0000 TIRZ 17 - On-call Engineering - 2024/2025

Professional Services Through May 16, 2025

Phase 001 On-call Engineering

Professional Personnel

| | Hours | Rate | Amount |
|--------------------|-------|--------|-----------------|
| Principal | | | |
| Ali, Muhammad | 2.00 | 225.00 | 450.00 |
| St John, Derek | 3.00 | 225.00 | 675.00 |
| Totals | 5.00 | | 1,125.00 |
| Total Labor | | | 1,125.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 1,125.00 | 13,825.00 | 14,950.00 |
| Limit | | | 25,000.00 |
| Remaining | | | 10,050.00 |

Total this Phase 1,125.00

Total this Invoice 1,125.00



Code# 6322
 5/20/25

HAWES HILL & ASSOCIATES
LLP



3638

INVOICE

BILL TO

Memorial City Redevelopment Authority/TIRZ #17
PO Box 22167
Houston, TX 77227
United States

INVOICE

2398

DATE

05/01/2025

DESCRIPTION

AMOUNT

Professional Consulting and Administration Fee: April 2025

10,000.00

BALANCE DUE

\$10,000.00



Code No. 6340
5-19-2025

3639

The Goodman Corporation
 3200 Travis Street, Ste. 200
 Houston, TX 77006

Invoice

| Bill To | | Date | | Invoice # | |
|--|--|------------|---------|-----------|----------|
| TIRZ 17 Memorial City Redevelopment Autho c/o Hawes Hill & Associates LLP P.O. Box 22167 Houston, TX 77227-2167 | | 4/30/2025 | | 4-2025-45 | |
| | | Terms | | Project | |
| | | | | MCT115 | |
| Item | Description | Rate | Prior % | Current % | Amount |
| Contract Services | Task 1 – Monitor and Present Funding Opportunities | 48,000.00 | 29.18% | 4.17% | 2,000.00 |
| Contract Services | Task 2 – Pursuit of Funding | 105,500.00 | 7.11% | 7.11% | 7,500.00 |

Please send payment to:
 The Goodman Corporation
 911 W. Anderson Lane, Ste. 200
 Austin, TX 78757

Total \$9,500.00

Balance Due \$9,500.00

| Phone # | Fax # |
|--------------|--------------|
| 713-951-7951 | 713-951-7957 |



Code No. 6322
 5-19-2025



Please Remit To:
Gauge Engineering LLC
PO Box 312
Des Moines, IA 50302
319-841-4000

3640

Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

May 20, 2025
Project No: 2501809-0000
Invoice No: 188037
Invoice Total: 17,520.00

Project 2501809-0000 TIRZ 17 - Detention Basin C Feasibility Update

Professional Services Through May 16, 2025

Fee

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|--------------------------------------|------------|------------------|------------|----------------------|---------------------|
| Detention Basin C Feasibility Update | 116,800.00 | 90.00 | 105,120.00 | 87,600.00 | 17,520.00 |
| Thompson Consulting | 33,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 149,800.00 | | 105,120.00 | 87,600.00 | 17,520.00 |
| Total Fee | | | | | 17,520.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|-----------|-----------|------------|
| Total Billings | 17,520.00 | 87,600.00 | 105,120.00 |
| Limit | | | 149,800.00 |
| Remaining | | | 44,680.00 |

Total this Invoice 17,520.00



Code No. 1742
5-20-2025



Please Remit To:
Gauge Engineering LLC
PO Box 312
Des Moines, IA 50302
319-841-4000

Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

May 20, 2025
Project No: 2501797-0000
Invoice No: 188029
Invoice Total: 34,323.50

Project 2501797-0000 W140 Expansion - CM-I

Professional Services Through May 16, 2025

Phase 001 Construction Management & Inspection

Professional Personnel

| | Hours | Rate | Amount |
|--------------------|--------|--------|------------------|
| Project Manager | | | |
| Greaney, David | 11.50 | 180.00 | 2,070.00 |
| Senior Inspector | | | |
| Chapa, Roberto | 240.00 | 130.00 | 31,200.00 |
| Totals | 251.50 | | 33,270.00 |
| Total Labor | | | 33,270.00 |

| Billing Limits | Current | Prior | To-Date |
|-------------------------|-----------|-----------|------------------|
| Total Billings | 33,270.00 | 78,350.00 | 111,620.00 |
| Limit | | | 463,710.00 |
| Remaining | | | 352,090.00 |
| Total this Phase | | | 33,270.00 |


Phase 002 Expenses

Reimbursable Expenses

| | | | |
|----------------------------|--|--|-----------------|
| Mileage | | | 1,053.50 |
| Total Reimbursables | | | 1,053.50 |

| Billing Limits | Current | Prior | To-Date |
|-------------------------|----------|----------|-----------------|
| Total Billings | 1,053.50 | 3,143.00 | 4,196.50 |
| Limit | | | 18,700.00 |
| Remaining | | | 14,503.50 |
| Total this Phase | | | 1,053.50 |

Total this Invoice 34,323.50


Code # 1741
5/20/2025

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.



An HR Green Company

Please Remit To:
Gauge Engineering LLC
PO Box 312
Des Moines, IA 50302
319-841-4000

Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

May 20, 2025
Project No: 2501799-0000
Invoice No: 188030
Invoice Total: 2,907.50

Project 2501799-0000 W140 Expansion - CPS

Professional Services Through May 16, 2025

Phase 001 Construction Phase Services

Professional Personnel

| | Hours | Rate | Amount |
|--------------------------|-------|--------|-----------------|
| Project Engineer | | | |
| Huml, John | 2.00 | 160.00 | 320.00 |
| Project Manager | | | |
| Greaney, David | 9.50 | 180.00 | 1,710.00 |
| Graduate Engineer | | | |
| Elmahmoud, Laith | 1.50 | 135.00 | 202.50 |
| Graduate Engineer | | | |
| Dingilius Wallace, Shawn | 5.00 | 135.00 | 675.00 |
| Totals | 18.00 | | 2,907.50 |
| Total Labor | | | 2,907.50 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|-----------|------------|
| Total Billings | 2,907.50 | 19,470.00 | 22,377.50 |
| Limit | | | 132,100.00 |
| Remaining | | | 109,722.50 |

Total this Phase 2,907.50

Total this Invoice 2,907.50

Code # 1741

5/20/2025

3641



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

May 20, 2025
Project No: 2501798-0000
Invoice No: 188041

Project Manager David Greaney
Project 2501798-0000 W140 Expansion - CMT

Professional Services from March 01, 2025 to May 16, 2025

Phase 001 Construction Materials Testing

Consultants

Geotest Engineering, Inc.

| | | | | |
|-----------|---------------------------|----------------|------------------|------------------|
| 5/16/2025 | Geotest Engineering, Inc. | 28-Apr Invoice | 10,323.23 | |
| | Total Consultants | | 10,323.23 | 10,323.23 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|-----------|----------|-----------|
| Total Billings | 10,323.23 | 6,322.80 | 16,646.03 |
| Limit | | | 88,504.00 |
| Remaining | | | 71,857.97 |

Total this Phase \$10,323.23

Total this Invoice \$10,323.23



Code # 1741
5-20-2025

3642

The Goodman Corporation
3200 Travis Street, Ste. 200
Houston, TX 77006

Invoice

| |
|--|
| Bill To |
| TIRZ 17 Memorial City Redevelopment Autho c/o Hawes Hill & Associates LLP P.O. Box 22167 Houston, TX 77227-2167 |

| | |
|-----------|-----------|
| Date | Invoice # |
| 4/30/2025 | 4-2025-44 |

| | |
|-------|---------|
| Terms | Project |
| | MCT113 |

| Item | Description | Rate | Prior % | Current % | Amount |
|-------------------|--|-----------|---------|-----------|----------|
| Contract Services | Task 1 – Grant Initiation and Execution | 19,436.00 | 100% | 0.00% | 0.00 |
| Contract Services | Task 2 – National Environmental Policy Act | 28,506.00 | 100% | 0.00% | 0.00 |
| Contract Services | Task 3 – Design and Bid Phase Compliance | 26,161.00 | 100% | 0.00% | 0.00 |
| Contract Services | Task 4 – Construction Phase Compliance | 39,057.00 | 20% | 3.00% | 1,171.71 |
| Contract Services | Task 5 – Lifecycle Reporting and Disbursement Assistance | 43,221.00 | 15% | 1.00% | 432.21 |
| | W140 Detention | | | | |

Please send payment to:
The Goodman Corporation
911 W. Anderson Lane, Ste. 200
Austin, TX 78757

| | |
|--------------------|------------|
| Total | \$1,603.92 |
| Balance Due | \$1,603.92 |

| | |
|--------------|--------------|
| Phone # | Fax # |
| 713-951-7951 | 713-951-7957 |



Code No. 1741
5-19-2025

The Goodman Corporation
3200 Travis Street, Ste. 200
Houston, TX 77006

Invoice

| |
|--|
| Bill To |
| TIRZ 17 Memorial City Redevelopment Autho c/o Hawes Hill & Associates LLP P.O. Box 22167 Houston, TX 77227-2167 |

| | |
|-----------|-----------|
| Date | Invoice # |
| 4/30/2025 | 4-2025-46 |

| | |
|-------|---------|
| Terms | Project |
| | MCT116 |

| Item | Description | Rate | Prior % | Current % | Amount |
|-------------------|--|-----------|---------|-----------|-----------|
| Contract Services | Task 1 – Grant Initiation and Execution | 20,000.00 | 4.5% | 50.00% | 10,000.00 |
| Contract Services | Task 2 – National Environmental Policy Act (NEPA) | 1,500.00 | 0% | 50.00% | 750.00 |
| Contract Services | Task 3 – Procurement Assistance | 17,500.00 | 60% | 5.00% | 875.00 |
| Contract Services | Task 4 – Project/Contract Management | 31,500.00 | 0% | 0.00% | 0.00 |
| Contract Services | Task 5 – Lifecycle Reporting and Disbursement Assistance | 36,000.00 | 0% | 0.00% | 0.00 |
| | Memorial Dr. Phase 2 | | | | |

Please send payment to:
The Goodman Corporation
911 W. Anderson Lane, Ste. 200
Austin, TX 78757

| | |
|--------------|-------------|
| Total | \$11,625.00 |
|--------------|-------------|

| | |
|--------------------|-------------|
| Balance Due | \$11,625.00 |
|--------------------|-------------|

| | |
|--------------|--------------|
| Phone # | Fax # |
| 713-951-7951 | 713-951-7957 |



Code No. 1738B
5-19-2025



▶ 11750 Katy Freeway | Suite 400
Houston, TX 77079
Main 832.318.8800 + **Fax** 713.965.0044
TBPE Firm F-11278
▶ HRGREEN.COM

May 16, 2025

Ms. Ann Givens, Chair of the Board
Memorial City Redevelopment Authority/TIRZ 17
9610 Long Point, Suite 150
Houston, TX 77055

RE: Briar Branch (W140-01-00) Storm Water Detention Basin Expansion and Storm Sewer Improvements
WBS No. N-T17000-0021-3
Reytec Construction Resources, Inc. Payment No. 04

Dear Ms. Givens,

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 04 in the amount of \$433,357.32 for construction services rendered through April 30, 2025. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$433,357.32 to Reytec.**

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St.
Houston, TX 77080

If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, appearing to be 'MA', with a long horizontal stroke extending to the right.

Muhammad Ali, PE
Project Manager

Enclosures: Reytec Pay Est. No. 04



Code No. 1741
5-21-2025

To: Memorial City Redevelopment Authority
Attn: Ann Givens, Board Chair
From: Kirk Myers, PE, PMP
Subject: W-140 Detention Basin Improvements Project
EPA Grant 02F25701 - 1
Construction Contract Pay Estimate #4
Date: May 19, 2025

This memo serves as notification of approval of Pay Estimate #4 for the subject Project. The pay application submitted by Reytec Construction Resources, Inc., reflects work completed during the period from 4/1/2025 to 4/30/2025. The Goodman Corporation (TGC) has reviewed the pay application, certified payrolls, and supporting documents and has determined all items are in compliance with the plans, specifications, and contract conditions. TGC hereby recommends payment of \$823,860.43 to Reytec Construction pursuant to the executed contract.

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St
Houston, TX 77080

The Authority may draw down 80% of the allocated costs (detention basin and roadway), or \$287,976.00, from the EPA funding allocated to this project in accordance with the grant agreement. The Authority share is \$535,884.43. The total allocations of Federal and Authority shares and summary of work completed this period are provided on the following page. TGC requests copies of the approved pay certificate and proof of payment for the grant reimbursement request.

Please feel free to contact me with any questions or requests for additional information at (713) 714-3560 or kmyers@thegoodmancorp.com.

Encl:
Certified Pay Estimate Packet
DBE Contractor Payment Report

C:
Gauge Engineering, Attn: David Greaney, PE, Project Manager
Hawes-Hill & Associates, Records & Compliance, Attn: Linda Clayton

| Pay Estimate (Period) | Payment Due Contractor | Federal Share (EPA Grant 02F25701-1) | Authority Share |
|-----------------------|------------------------|--------------------------------------|-----------------------|
| #1 (1/1/25-1/31/25) | \$390,503.20 | \$3,458.00 | \$387,045.20 |
| #2 (2/1/25-2/28/25) | \$3,450,290.75 | \$2,394,000.00 | \$1,056,290.75 |
| #3 (3/1/25-3/30/25) | \$149,068.68 | \$55,178.00* | \$93,890.68* |
| #4 (4/1/25-4/30/25) | \$823,860.43 | \$287,976.00 | \$535,884.43 |
| Running Totals | \$4,813,723.06 | \$2,740,612.00 | \$2,073,111.06 |

The amount of the EPA grant for this project is \$3,394,000.00. The grant balance, including this payment, is \$653,388.00. The share amounts above reflect the appropriate eligible work items as detailed in the project budget in the grant agreement. Share amounts for Pay Estimate #3 have been revised to correct a previous error in the tabulation. The Automated Standard Application for Payments (ASAP) request will be submitted upon receipt of the Authority's proof of payment.

The work completed during this period corresponds to approximately 3.3% of the bid schedule, bringing the project earned value to 33.7%. Elapsed contract time is 107 of 470 calendar days (22.8%). There have been no approved changes to the contract. The summary of completed work for the stated period is provided in the following table.

| Item Category | Item Description | % Complete this Period | Total % Completed |
|------------------|--|------------------------|-------------------|
| General | Clearing and Grubbing | 0.06% | 92.29% |
| Traffic Control | Traffic Control and Regulation | 7.46% | 29.82% |
| Detention Basin | Piezometer, Channel Lining & Backslope Interceptor Removal/Disposal, Stone Riprap Removal/Reinstallation, Care and Control of Water, Soil Excavation & Disposal/Reuse, Clay Cap w/ Geogrid/textile | 7.05% | 67.11% |
| Pump Station | Structural Wet Well Excavation & Liner Plate Shaft | 1.86% | 3.41% |
| Extra Unit Price | Temporary Basin Pumping | 4.88% | 19.51% |

Estimate No. 4
Cut off Date 04/30/25
Estimate Date 05/15/25

Memorial City Redevelopment Authority / TIRZ 17
Estimate and Certificate for Payment Unit Price Work



Project Name : W140-01-00 Briar Branch Storm Water Detention Basin Expansion and Storm Sewer Improvements
Contractor Name : Reytec Construction Resources, Inc.
Address : 1901 Hollister St. Houston, TX 77080

WBS No. N-T17000-0021-3

Contract Date : 10/15/2024
Start Date : 1/6/2025
Current Contract Completion Date : 4/20/2026
Substantial Completion Date :
Percentage By Time : 24.26% In Place : 33.74%
Date Insurance Exp. : 9/30/2025 Drug Policy Due Date: N/A

M/SBE : 21.43%
Current M/SBE : 0.00%
WBE : 6.78%
Current WBE : 0.00%

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 470
Approved Extensions : 0
Total Contract Time : 470
Days Used to Date : 114
Days Remaining to Date : 356
Schedule Update Received :

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount
2- Approved Change Orders

\$13,797,688.00

| No. | Date | Ext.Days | Amount |
|-----|------|----------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

| No. | Date | Ext.Days | Amount |
|-----|------|----------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Total Pending Work Change Directives to Date

\$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$13,797,688.00

A. EARNINGS TO DATE

- 1- Work Completed to Date 33.74% Complete
2- Material Stored on Site \$0.00
3- Material Stored in Place \$0.00
4- Balance-Materials Accepted Not in Place \$0.00 @ 85%
5- Work Change Directives - In Place \$0.00

Current Month Billing \$456,165.50
\$4,656,021.00

TOTAL EARNINGS TO DATE \$4,656,021.00

B. DEDUCTIONS

- 1- Retainage 5% Of \$4,656,021.00 \$232,801.05
2- Retainage Release 0% Of \$4,656,021.00 \$0.00
3- Total Retainage \$232,801.05
4- Liquidated Damages 0.00 Days @ \$2,000.00 \$0.00
5- Assessments \$0.00
6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$232,801.05

C. AMOUNT DUE THIS PERIOD

- 1- Total Earnings to Date \$4,656,021.00
2- Total Deductions \$232,801.05
3- Total Payments Due \$4,423,219.95
4- Less Previous Payments \$3,989,862.63
5- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$433,357.32
BALANCE REMAINING \$9,141,667.00

Prepared By David G. Greaney 5/16/2025
David G. Greaney, P.E. Date

Reviewed By Muhammad Ali, P.E. 5/16/2025
Muhammad Ali, P.E. Date

Approved By: TIRZ 17 Date

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

8. Series 2025 Tax Increment Contract Revenue Bonds:
- a. Review and approve Preliminary Official Statement;
 - b. Adopt Resolution Authorizing Sale of Series 2025 Tax Increment Contract Revenue Bonds and Zone Resolution Adopting the Issuer's Resolution Authorizing the Issuance of the Series 2025 Tax Increment Contract Revenue Bonds;
 - c. Approve Second Amendment to Indenture of Trust;
 - d. Execute Certificate Regarding Provision of Financial Advice;
 - e. Approve payment to Attorney General relating to bond issue transcript review;
 - f. Authorize attorney, financial advisor and officers of the Authority to execute documents and take actions reasonably necessary to provide for the issuance of the Authority's Series 2025 Tax Increment Revenue Bonds; and
 - g. Update on bond sale date.

IN THE OPINION OF BOND COUNSEL, UNDER EXISTING LAW, INTEREST ON THE BONDS (I) IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND (II) IS NOT AN ITEM OF TAX PREFERENCE FOR PURPOSES OF THE ALTERNATIVE MINIMUM TAX ON INDIVIDUALS. SEE “TAX MATTERS” HEREIN, INCLUDING INFORMATION REGARDING POTENTIAL ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS.

THE BONDS WILL NOT BE DESIGNATED “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS.

NEW ISSUE—BOOK ENTRY ONLY

RATING: S&P: _____
See “MUNICIPAL BOND RATINGS” and
“MUNICIPAL BOND INSURANCE” herein.

\$28,100,000*
MEMORIAL CITY REDEVELOPMENT AUTHORITY
TAX INCREMENT CONTRACT REVENUE BONDS,
SERIES 2025

Dated Date: _____
Interest Accrues from: Date of Delivery

Due: September 1, as shown below

Memorial City Redevelopment Authority, a public not-for-profit local government corporation (the “*Authority*”), was established by the City of Houston, Texas (the “*City*”) in 2002 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 portion of the City within Reinvestment Zone Number Seventeen, City of Houston, Texas (the “*Zone*”) and to promote, develop, encourage and maintain employment, commerce and economic development in the City. The Zone was created by the City pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the “*TIF Act*”) to facilitate development of the land within the boundaries of the Zone. The Zone consists of approximately 1,006 acres in west Houston between Beltway 8 and Bunker Hill Road, north and south of Interstate Highway 10. The Zone contains numerous retail, office, multi-family and health care establishments, including CityCentre, Memorial City Mall, and Memorial Hermann Memorial City Medical Center.

Interest on the Memorial City Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2025 (the “*Bonds*”) accrues from the date of delivery of the Bonds and is payable each March 1 and September 1, commencing September 1, 2025, until the earlier of maturity or redemption. 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. No physical delivery of the Bonds will be made to the owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar, The Bank of New York Mellon Trust Company, N.A., Houston, Texas, to Cede & Co., which will make distribution of the amounts so paid to its participants, which will make distributions of the amounts to the beneficial owners of the Bonds. See “THE BONDS—Book-Entry-Only System” herein.

The Bonds are being issued as Additional Parity Bonds pursuant to the terms and conditions of a Bond Resolution approved by the Board of Directors of the Authority on May 27, 2025, a Pricing Certificate authorized by such Bond Resolution, and an Indenture of Trust dated as of January 15, 2008, as amended by a First Amendment to Indenture of Trust dated December 1, 2019, and a Second Amendment to Indenture of Trust dated _____, 2025 (the “*Indenture*”) between the Authority and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as successor trustee (the “*Trustee*”). All bonds issued and outstanding under the terms of the Indenture (collectively, the “*Contract Revenue Bonds*”) are equally and ratably secured under the Indenture.

The City has agreed to deposit to the Tax Increment Fund established for the Zone (the “*Tax Increment Fund*”) the tax collections resulting from its taxation of the increase, if any, in the appraised value of real property located in the Zone since the designated base year of 1999 for the Zone as originally constituted and as of the year of annexation for annexed areas unless otherwise designated. The City, the Authority and the Zone have entered into an agreement (the “*Tri-Party Agreement*”) 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 less certain fees and deductions set forth in the Tri-Party Agreement (the “*Contract Tax Increments*”). See “SOURCE OF AND SECURITY FOR PAYMENT.”

Pursuant to the Indenture, the Authority has pledged the Contract 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 payment of the Contract Revenue Bonds. Once debt service on the Contract Revenue Bonds due in the period ending on the next March 1 has been deposited with the Trustee, the Debt Service Reserve Fund required with respect to any series of Contract Revenue Bonds has been fully funded, and the Trustee’s fees have been paid, the Trustee will remit any surplus Contract Tax Increments to the Authority to be used for any lawful purpose under the TIF Act.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES, AND 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 BONDS 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.

See Maturity Schedule on the inside 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 initial Bonds by the Attorney General of Texas and the approval of certain legal matters by Allen Boone Humphries Robinson LLP, Bond Counsel. Certain other matters will be passed upon on behalf of the Authority by Norton Rose Fulbright US LLP, as Disclosure Counsel. Certain matters will be passed upon on behalf of the Underwriters by Greenberg Traurig, LLP, Underwriters’ Counsel. Delivery of the Bonds is expected through the facilities of DTC on or about July 2, 2025 (“*Delivery Date*”).

WELLS FARGO SECURITIES

STIFEL

*Preliminary, subject to change.

**MEMORIAL CITY REDEVELOPMENT AUTHORITY
TAX INCREMENT CONTRACT REVENUE BONDS,
SERIES 2025**

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> |
|------------------------------------|-----------------------------|-----------------------------|------------------------------|---|
| 2029 | \$ 775,000 | | | |
| 2030 | 815,000 | | | |
| 2031 | 860,000 | | | |
| 2032 | 900,000 | | | |
| 2033 | 950,000 | | | |
| 2034 | 995,000 | | | |
| 2035 | 1,045,000 | | | |
| 2036 | 1,100,000 | | | |
| 2037 | 1,155,000 | | | |
| 2038 | 1,215,000 | | | |
| 2039 | 1,280,000 | | | |
| 2040 | 1,345,000 | | | |
| 2041 | 1,415,000 | | | |
| 2042 | 1,485,000 | | | |
| 2043 | 1,560,000 | | | |
| 2044 | 1,640,000 | | | |
| 2045 | 1,725,000 | | | |
| 2046 | 1,815,000 | | | |
| 2047 | 1,910,000 | | | |
| 2048 | 2,005,000 | | | |
| 2049 | 2,110,000 | | | |

- (a) The 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. The Underwriters may combine maturities into one or more term bonds that are subject to mandatory sinking fund 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 Factset Research Systems Inc. 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

**MEMORIAL CITY REDEVELOPMENT AUTHORITY
AND
REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS^(a)**

| <u>Name</u> | <u>Appointed to Zone By:</u> | <u>Title/Office</u> |
|--------------------------|------------------------------|----------------------------|
| Andy Iversen | City (Position 1) | Director |
| John Rickel | City (Position 2) | Vice Chair |
| David P. Durham | City (Position 3) | Secretary |
| Ann T. Givens | City (Position 4) | Chair |
| Zachary R. Hodges | City (Position 5) | Assistant Secretary |
| Brad Freels | City (Position 6) | Director |
| Dan Moody III | City (Position 7) | Director |

(a) According to the Authority's by-laws, appointment of a director to the Zone by the City constitutes an appointment to serve as a director of the Authority to the corresponding position and for a coterminous term.

Scott Bean

Executive Director

Professional Consultants

**Masterson Advisors, LLC
Allen Boone Humphries Robinson LLP
HR Green
Equi-Tax, Inc.
ETI Bookkeeping Services
McCall Gibson Swedlund Barfoot Ellis PLLC
Norton Rose Fulbright US LLP**

*Financial Advisor
Bond Counsel
Engineer
Tax Consultant
Bookkeeper
Auditor
Disclosure Counsel*

For further information, contact:

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended and in effect on the date hereof (the “*Rule*”), this document constitutes an Official Statement of the Authority with respect to the Bonds and has been deemed “final” by the Authority as of its date except for the omission of no more than the information 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 Hawes Hill & Associates LLP, P.O. Box 22167, Houston, Texas 77227.

References to website 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 websites and the information or links 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.

In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. The Bonds have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Official Statement. Any representation to the contrary may be a criminal offense.

THIS OFFICIAL STATEMENT CONTAINS “FORWARD-LOOKING” STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE 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 AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS. SEE “FORWARD-LOOKING STATEMENTS” HEREIN.

SALE AND DISTRIBUTION OF THE BONDS

The Underwriters

Wells Fargo Bank, National Association, on behalf of itself and Stifel, Nicolaus & Company, Incorporated (collectively, the “Underwriters”) have agreed, subject to certain customary conditions, to purchase the Bonds at a purchase price of \$_____, which represents (i) the par amount of the Bonds, \$_____, (ii) plus a [net]original issue premium of \$_____, (iii) less an Underwriters’ discount of \$_____, to be funded from bond proceeds, as compensation for the purchase and sale of the Bonds and as reimbursement for certain expenses of the Underwriters related to such Bonds. The Underwriters’ obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds may be offered and sold to certain dealers and others at prices lower than such public offering prices, and such public prices may be changed, from time to time, by the Underwriters. The Authority can give no assurance that any trading market will be developed for the Bonds after their sale by the Authority to the Underwriters. The Authority has no control over the price at which the Bonds are subsequently sold and the initial yield at which the Bonds will be priced and reoffered will be established by and will be the responsibility of the Underwriters.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in the Official Statement in accordance with 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.

The following two paragraphs were provided by the Representative.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group (“WFBNA”), the senior underwriter of the Notes, has entered into an agreement (the “WFA Distribution Agreement”) with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “Wells Fargo Advisors”) (“WFA”), for the distribution of certain municipal securities offerings, including the Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Bonds with WFA. WFBNA has also entered into an agreement (the “WFSLLC Distribution Agreement”) with its affiliate Wells Fargo Securities, LLC (“WFSLLC”), for the distribution of municipal securities offerings, including the Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

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 on or before the date of delivery 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 the Underwriters 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." The financial and operating data contained herein are the latest available but are as of the dates and for the periods described herein. 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 Seventeen,
City of Houston,
Texas*

The Zone was created 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 (the “TIF Act”), to facilitate development of the land within the boundaries of the Zone, currently consisting of approximately 1,006 acres in west Houston between Beltway 8 and Bunker Hill Road, north and south of Interstate Highway 10. See “APPENDIX A—Boundary Map,” and “APPENDIX B—Aerial Map of the Zone.”

The Zone originally consisted of an approximate 950 acre parcel of land bisected by Interstate Highway 10 (the “Original Zone”). In 2011, 2014, 2017, 2019 and 2024, the City approved the annexation into the Zone of additional property totaling approximately 56.6 acres (the “Annexed Areas”).

The Zone is governed by a Board of Directors (the “Zone Board”), who are nominated and appointed by the Mayor of the City with the consent and approval of the City Council.

The Zone is currently scheduled to terminate on December 31, 2049.

*Project Plan and
Reinvestment Zone
Financing Plan*

As required under the TIF Act, the Zone Board adopted, and the City Council of the City approved, a Project Plan and a Reinvestment Zone Financing Plan, both of which have been amended five times (as amended, the “Current Project Plan” and the “Current Zone Financing Plan”). The Current Project Plan sets out the public improvements and real estate acquisitions needed to induce development within the Zone (the “Public Improvements”). The cost of the Public Improvements and the cost of creation and management of the Zone (the “Project Costs”) constitute eligible project costs under the TIF Act.

The Current Zone Financing Plan states that the Project Costs will be financed through the issuance of notes and bonds, as well as collaboration with developers and other entities for grant funding and partnerships.

*Status of Redevelopment
in the Zone*

Taxable value in the Zone has increased from approximately \$510 million as of January 1, 1999 to approximately \$4.4 billion as of January 1, 2024. The Zone contains numerous retail, office, multi-family and health care establishments, including CityCentre, Memorial City Mall and Memorial Hermann Memorial City Medical Center.

Approximately 77.97 percent of the City’s 2024 certified taxable value in the Zone is composed of commercial properties and approximately 18.95 percent is composed of multifamily developments, with residential units, utility property and vacant land making up the remainder. See “SCHEDULE 2: Breakdown of 2024 Taxable Values in the Zone by Type” and “APPENDIX B—Aerial Map of the Zone.”

The Bonds

The Issuer

Memorial City Redevelopment Authority (the “Authority”), a public not-for-profit local government corporation, was authorized to be established by the City in 2002, 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 portion of the City

within the Zone, and to promote, develop, encourage and maintain employment, commerce and economic development in the City. Pursuant to an agreement among the City, the Zone and the Authority (the “*Tri-Party Agreement*”), the Authority provides services to the Zone and is authorized to issue bonds payable from Contract Tax Increments (as defined herein) derived from City tax collections from within the Zone transferred to the Authority.

The Authority is governed by a board of directors (the “*Board*”), whose members are appointed by the City and are required to be the same persons as are appointed to the Zone Board.

| | |
|-------------------------------|---|
| <i>Description</i> | Memorial City Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2025 (the “ <i>Bonds</i> ”) are issued in the aggregate principal amount of \$28,100,000*. 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 and is payable on each March 1 and September 1, commencing September 1, 2025, until the earlier of maturity or redemption. See “THE BONDS—Description.” |
| <i>Authority for Issuance</i> | The Bonds are issued by the Authority pursuant to a Bond Resolution approved by the Board on May 27, 2025 (the “ <i>Bond Resolution</i> ”), a Pricing Certificate authorized by such Bond Resolution, and an Indenture of Trust dated as of January 15, 2008, as amended by a First Amendment to Indenture of Trust dated December 1, 2019, and a Second Amendment to Indenture of Trust dated _____, 2025 between the Authority and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as successor trustee (collectively, the “ <i>Indenture</i> ”). The issuance of the Bonds has been approved by the City Council of the City. |
| <i>Paying Agent/Registrar</i> | The Paying Agent/Registrar for the Bonds is The Bank of New York Mellon Trust Company, National Association, Houston, Texas (the “ <i>Paying Agent</i> .”) |
| <i>Book-Entry Only</i> | The Depository Trust Company (“ <i>DTC</i> ”), New York, New York, 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 certificate will be issued for each maturity of the Bonds and will be deposited with DTC. See “THE BONDS—Book-Entry Only System.” |
| <i>Redemption</i> | Bonds maturing on or after September 1, ____ are subject to redemption in whole, or from time to time in part, at the option of the Authority prior to maturity on September 1, _____ or on any date thereafter at a price of par value plus unpaid accrued interest from the most recent interest payment date to the date fixed for redemption. The Underwriters may combine maturities into one or more term bonds, which will be subject to mandatory sinking fund redemption. See “THE BONDS—Redemption Provisions.” |
| <i>Use of Proceeds</i> | Proceeds of the Bonds will be used for the purposes of (1) financing Project Costs in accordance with the Current Project Plan and Current Zone Financing Plan; (2) making a deposit to the Debt Service Reserve Fund for the Bonds (as defined herein), to the extent required; and (3) 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” thereunder. |
| <i>Municipal Bond Ratings</i> | The Bonds are rated ____ by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“ <i>S&P</i> ”). The rating fee of S&P will be paid by the Authority; payment of any other rating fee will be the responsibility of the Underwriters. See “MUNICIPAL BOND RATINGS.” |

* Preliminary, subject to change.

*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 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 charged by the insurer, will be at the expense of the Authority. See “MUNICIPAL BOND INSURANCE.”

Source of and Security for Payment

Contract Tax Increments

The City has agreed to deposit to the Tax Increment Fund established for the Zone (the “*Tax Increment Fund*”) its tax collections resulting from its taxation of the increase, if any, in the appraised value of real property located in the Zone since the designated base year of 1999 for the Original Zone plus the taxable value of five annexed areas as of the year each was annexed into the Zone. The City, the Authority and the Zone have entered into an agreement (the “*Tri-Party Agreement*”) 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, less certain fees and deductions set forth in the Tri-Party Agreement (the “*Contract Tax Increments*”). See “SOURCE OF AND SECURITY FOR PAYMENT—Contract Tax Increments Defined.”

Pledged Revenues

The Bonds are being issued as Additional Parity Bonds under the Indenture, secured on an equal and ratable basis with all bonds previously issued or subsequently issued as parity bonds under the Indenture (collectively, the “*Contract Revenue Bonds*”). See “THE INDENTURE OF TRUST.”

The Authority has pledged the Contract Tax Increments to payment of the Contract Revenue Bonds. The Indenture provides that the Authority will transfer to the Trustee all Contract Tax Increments once they are received from the City. Once debt service on the Contract Revenue Bonds for the period ending on the next March 1 has been deposited, any Debt Service Reserve Fund required for a Series of Contract Revenue Bonds has been fully funded, and the Trustee’s fees have been paid, the Trustee will remit any surplus Contract Tax Increments to the Surplus Fund for use by the Authority for any lawful purpose under the TIF Act. The Bonds are payable solely from the Contract 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*”).

Additional Parity Bonds

The Authority has reserved the right to issue Additional Parity Bonds payable from the Pledged Revenues, on a parity with, or subordinate to, the Bonds, but only on the terms and conditions set out in the Indenture, including a debt service coverage test. 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, AND 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 BONDS DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION, OR A LOAN OF CREDIT OF THE CITY, HARRIS COUNTY, THE STATE OF TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL POLITICAL CORPORATION OF SUBDIVISION OF THE STATE OF TEXAS. THE CITY IS NOT OBLIGATED TO MAKE PAYMENT ON 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 WITH RESPECT TO THE INVESTMENT SECURITY
OF THE BONDS, PARTICULARLY THE SECTION CAPTIONED
“INVESTMENT CONSIDERATIONS.”

Schedule 1: Selected Financial Information (unaudited)

| | <u>City</u> |
|---|--------------------|
| 2024 Certified Taxable Value (a) | \$ 4,442,760,673 |
| Tax Increment Base (b) | <u>509,671,530</u> |
| 2024 Certified Incremental Appraised Value | 3,933,089,143 |
| 2024 Total Tax Rate Contribution (c) | \$0.51919 |
| Tax Rate Contribution to be Used to Produce Contract | |
| Tax Increment Constituting Pledged Revenues | 0.51919 |
| Estimated Collection Rate (d) | 99.57% |
| City Administrative Fee | 5% |
| Contract Tax Increments Constituting | |
| Pledged Revenues FYE 6/30/2026 (e) | \$ 19,316,167 |
| Outstanding Debt inclusive of the Bonds | \$ 55,000,000 * |
| Average Annual Debt Service (2026-2050) | 3,199,571 * |
| Maximum Annual Debt Service (2028) | 8,772,540 * |
| Coverage of Estimated 2024 Pledged Revenues from City to: | |
| Average Annual Debt Service (2026-2050) | 604% * |
| Maximum Annual Debt Service (2028) | 220% * |
| Ratio of 2024 Captured Appraised Value to Total | |
| Appraised Value in Zone | 88.53% (f) |
| Debt Service Reserve Fund Requirement | |
| Outstanding Debt Exclusive of the Bonds | 7,367,540 (g) |
| The Bonds* | 2,164,000 * |

* Preliminary, subject to change.

(a) The 2024 certified taxable value shown was provided by the Authority's tax consultant and is based on data provided by the Appraisal District, which changes as supplemental tax rolls are finalized. As of February 2025, the certified taxable value in the Zone was \$4,527,655,401 and there was \$2,602,539 in uncertified value. Uncertified values reflect the Appraisal District's estimate of the final taxable value of properties which are currently uncertified. 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 taxes due. The value is net of the City's tax exemptions. See "FINANCIAL INFORMATION—

(b)
(c)

- (d) **Schedule 5: Tax Increment Collections.”**
- (e) Certified appraised values are established annually by the Harris County Appraisal District (the “*Appraisal District*”) for the current tax year, but are subject to change for a number of years thereafter. The Tax Increment Base is the sum of the taxable value in the Zone as originally constituted on January 1, 1999 plus the taxable value of annexed areas as of the year each was annexed into the Zone. See “SOURCE OF AND SECURITY FOR PAYMENT—Calculation of Tax Increments.”
- (f) See “INVESTMENT CONSIDERATIONS—Tax and Collection Rates May Decline” for information on tax rate reductions in the last five years.
- (g) Projected 2024 collection rate for the City is based on the average of historical collections from 2019 through 2024.
- (h) Payment of 2024 taxes were due by January 31, 2025. The Authority expects that substantially all the Tax Increments arising from these taxes will be transferred to the Authority in calendar year 2025. These Tax Increments are expected to be used to pay debt service on September 1, 2025 and March 1, 2026. See “FINANCIAL INFORMATION—Schedule 6: Historical Debt Service Coverage.”
- (i) See “INVESTMENT CONSIDERATIONS—A Decrease in Taxable Value Produces a Greater Decrease in Captured Appraised Value and Can Reduce Tax Increments Significantly.”
- (j) The Debt Service Reserve Fund for the Contract Revenue Bonds currently outstanding (which excludes the Bonds) consists of a debt service reserve fund surety policy for the benefit of the Series 2019 Bonds only in the amount of \$6,761,469.98. See “SOURCE OF AND SECURITY FOR PAYMENT—Debt Service Reserve Fund.”

OFFICIAL STATEMENT

\$28,100,000* **MEMORIAL CITY REDEVELOPMENT AUTHORITY** **TAX INCREMENT CONTRACT REVENUE BONDS** **SERIES 2025**

This Official Statement provides certain information in connection with the issuance by Memorial City Redevelopment Authority (the “*Authority*”) of its \$28,100,000* Tax Increment Contract Revenue Bonds, Series 2025 (the “*Bonds*”).

The Bonds are issued pursuant to the Texas Constitution, Chapter 431, Texas Transportation Code, as amended, the general laws of the State of Texas, including Chapter 1201, Texas Government Code, a resolution authorizing the issuance of the Bonds (the “*Bond Resolution*”) adopted by the Board of Directors of the Authority (the “*Board*”), a Pricing Certificate authorized by the Bond Resolution, and an Indenture of Trust dated as of January 15, 2008, as amended by a First Amendment to Indenture of Trust dated December 1, 2019, and a Second Amendment to Indenture of Trust dated _____, 2025 (collectively, the “*Indenture*”) between the Authority and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as successor trustee (the “*Trustee*”). The issuance of the Bonds has been approved by the City Council of the City of Houston, Texas (the “*City*”).

This Official Statement speaks only as to its date and includes descriptions, among others, of the Bonds, the Bond Resolution, the Indenture, certain other information about the Authority, Reinvestment Zone Number Seventeen, City of Houston, Texas (the “*Zone*”), a Project Plan and a Reinvestment Zone Financing Plan, as amended (the “*Current Project Plan*” and “*Current Zone Financing Plan*”), and existing development within the boundaries of the Zone, consisting of approximately 1,006 acres in west Houston between Beltway 8 and Bunker Hill Road, north and south of Interstate Highway 10, including CityCentre, Memorial City Mall, and Memorial Hermann Memorial City Medical Center. See “APPENDIX A—Boundary Map,” and “APPENDIX B—Aerial Map of the Zone.”

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 Hawes Hill & Associates LLP, P.O. Box 22167, Houston, Texas 77227.

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 moneys of the Authority other than the Pledged Revenues as defined herein under “—Pledge of Revenues.”

General Statutory Requirements for Tax Increments

A tax increment reinvestment zone under Chapter 311 of the Texas Tax Code (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 plans may provide that the city will deposit its Tax Increments (as defined below) into a tax increment fund (the “*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 collected 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. The “*Captured Appraised Value*” of real property taxable by a taxing unit for a year is the total appraised value of all real property taxable by the taxing unit and located in the zone for that year less the “*Tax Increment Base*,” which is the total appraised value of all real property taxable by the taxing unit and located in the zone on January 1 of the year

* Preliminary, subject to change.

in which the zone was designated as such under the TIF Act. If the boundaries of a zone are enlarged, Tax Increment Base is increased by the taxable value of the real property added to the zone for the year in which the property was added. 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 and in accordance with the project plan and financing 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 city 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.

The TIF Act provides that a tax increment 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 city that created the zone defeases all of the zone's tax increment bonds. See "THE BONDS—Defeasance."

Establishment of the Zone

Pursuant to City Ordinance No. 1999-759, approved on July 21, 1999 (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 City Creation Ordinance provided that the Zone would take effect upon passage of the ordinance and terminate on December 31, 2029, or at an earlier time designated by the City Council of the City, or at such time that all project costs, tax increment bonds, and the interest on the bonds have been paid in full. By City Ordinance No. 2024-957, approved on December 11, 2024, the City Council approved the Current Project Plan and Current Zone Financing Plan, which extended the termination date of the Zone from December 31, 2029 to December 31, 2049.

A total of approximately 950 acres were designated as the Zone in 1999 (the "*Original Zone*"). Additional land was annexed into the Zone in 2011, 2014, 2017, 2019 and 2024 totaling approximately 56.6 acres (the "*Annexed Areas*"). The approximate 14.87 acres added to the Zone by the annexation in 2024 (the "*2024 Annexed Area*") was added to the Zone base beginning on January 1, 2025.

Under the Plan for the Zone, the City contributes 100 percent of its collected Tax Increments arising from the Zone to the Tax Increment Fund during the term of the Zone. At the time the Plan was originally adopted, Harris County, Texas and Spring Branch Independent School District (the "*School District*") were expected to contribute taxes to the Zone; however, they elected not to do so. At this time, the Authority does not expect any other taxing units to contribute any Tax Increments to the Tax Increment Fund during the term of the Zone.

Calculation of Tax Increments

The certified appraised value in a zone is supplied to all the taxing units participating in the zone by the applicable appraisal district based on the appraisal district's identification of all real property accounts within the zone's boundaries. The Harris County Appraisal District (the "*Appraisal District*") appraises the property in the Zone for the City. The certified taxable 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 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.

The City uses the certified appraised taxable value in the Zone obtained from the Appraisal District, but modifies it to net out the tax exemptions granted by the City. For an explanation of the different exemptions of the City, see "TAXING PROCEDURES OF THE CITY—Property Subject to Taxation by the City."

The City determines Captured Appraised Value by subtracting the Tax Increment Base of the Zone from the current year's taxable value in the Zone. The City's determination of Captured Appraised Value will depend on the timing of its calculation (that is, what Appraisal District roll it uses). For the years 2020 through 2024, the City's determination resulted in the Captured Appraised Values shown under "FINANCIAL INFORMATION—Schedule 5: Tax Increment Collections."

Calculation of Tax Increments is subject to administrative interpretation by the City, which may change from time to time, at the option of the City.

Collection of Tax Increments

Tax Increments are derived from tax collections of each taxing unit participating in a zone. See "TAXING PROCEDURES OF THE CITY" for information on the procedures for collecting taxes and the limitations on tax collections.

The Tax Increments that each taxing unit participating in a zone pays into the Tax Increment Fund equal 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 5: Tax Increment Collections."

The TIF Act provides that payment of Tax Increments by participating taxing units 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.

Pursuant to an agreement among the City, the Zone and the Authority approved by the City Council of the City on December 20, 2002 (the "*Tri-Party Agreement*"), the City, on behalf of itself and the Zone, has agreed to pay to the Authority all moneys then available in the Tax Increment Fund (consisting of 100 percent of the Tax Increments collected in the Zone) without counterclaim or offset, less (a) any expenses incurred by the City in connection with the collection of the Tax Increments, (b) a reserve of up to five percent of the moneys then available in the Tax Increment Fund attributable to the Zone, and (c) funds, if any, required to be paid to the School District for the development of educational facilities pursuant to a contract between the School District, the City, and the Zone (no such contract exists); provided however, the City and the Zone are not obligated to pay to the Authority an amount that exceeds the amount of the approved budget for the then-current fiscal year.

The City will transfer the Contract Tax Increments in the Tax Increment Fund to the Authority not later than the first business day of each July in which a current approved budget is in effect for the Authority. 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, promissory notes, and other obligations issued or incurred pursuant to and consistent with the Tri-Party Agreement.

The obligations of the City and the Zone to pay Contract 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 that are payable from or secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City. See "THE REDEVELOPMENT PLAN—Tri-Party Agreement."

Contract Tax Increments Defined

The TIF Act requires that the amount of Tax Increments arising from taxation in the Zone which a taxing unit has agreed to contribute to the Zone be deposited to the Tax Increment Fund for the Zone in the City's treasury. The City has

agreed to contribute to the Tax Increment Fund for the Zone 100 percent of its Tax Increments from the Zone. No other taxing unit has agreed to contribute Tax Increments to the Tax Increment Fund for the Zone.

Pursuant to the Tri-Party Agreement, not later than the first business day of each July in which a current, approved budget is in effect for the Authority, the City will pay to the Authority all amounts then available in the Tax Increment Fund after deduction of (a) any expenses incurred by the City in connection with the collection of Tax Increments, (b) a reserve of up to five percent of the moneys then available in the Tax Increment Fund, and (c) funds, if any, required to be paid to the School District for the development of educational facilities pursuant to a contract between the School District, the City, and the Zone (no such contract exists). This amount is defined herein as the “*Contract Tax Increments*.”

Pledge of Revenues

Pursuant to the Bond Resolution and the Indenture, the Authority has agreed to pay to the Trustee all Contract Tax Increments. The Trustee will deposit such amounts into an Indenture fund which constitutes the Authority’s “*Pledged Revenue Fund*.” Once debt service on the Contract Revenue Bonds for the period ending on the next March 1 has been deposited, any Debt Service Reserve Fund required for a Series of Contract Revenue Bonds has been fully funded, and the Trustee’s fees have been paid, the Trustee will transfer any surplus Contract Tax Increments to the Surplus Fund for use by the Authority for any lawful purpose under the TIF Act. Moneys may be transferred from the Pledged Revenue Fund at the direction of the Authority at any time moneys are received in the Pledged Revenue Fund, provided that the foregoing transfers and deposits have been made. See “THE INDENTURE OF TRUST.”

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:

- (a) the Contract Tax Increments and all of the Authority’s right, title and interest thereto under the Tri-Party Agreement and any other agreement between the Authority and the City;
- (b) all moneys 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) applicable to the respective Series of Contract Revenue Bonds held by the Trustee pursuant to the provisions of the Indenture and all interest earnings and investment income therefrom; and
- (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 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

The Indenture provides that each Bond Resolution authorizing a Series of Contract Revenue Bonds may create and establish with the Trustee one or more funds to be designated a “Debt Service Reserve Fund.” A Debt Service Reserve Fund may be pledged to the payment of a particular Series of Contract Revenue Bonds. Each Debt Service Reserve Fund shall initially be funded as provided in the applicable bond resolution.

The Bond Resolution for the Bonds provides for a Debt Service Reserve Fund for the Bonds in an amount equal to the “Reserve Requirement,” which is defined in the Bond Resolution as the lesser of (i) 1.25 times the average annual debt service on the Bonds or (ii) the maximum annual debt service on the Bonds. Pursuant to the Indenture, 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 particular 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 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.

Additional Parity Bonds

The Authority has reserved the right to issue additional parity tax increment contract revenue bonds (the “*Additional Parity Bonds*”) on the terms set out in the Indenture for the purposes set forth in the Plan. Prior to issuing Additional Parity Bonds, the following conditions must be met:

- (a) the Additional Parity Bonds shall mature on, and interest shall be payable on, the same days of the year as the Bonds;
- (b) the City has approved the 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 (to the extent created by prior bond resolutions), after issuance of the Additional Parity Bonds, an amount equal to the Reserve Requirement on all Contract Revenue Bonds that have a Reserve Requirement that will be outstanding 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, the Tri-Party Agreement, or any Bond Resolution;
- (e) the Authority has received a certificate meeting the requirements set forth below which shows Captured Appraised Value which, at the City’s tax rate then in existence, will generate Contract Tax Increments that will be at least 125 percent of projected Average Annual Debt Service, taking into account the outstanding Contract Revenue Bonds and the Additional Parity Bonds sought to be issued (except for Additional Parity Bonds issued for refunding purposes and that reduce the average annual debt service requirements).

The certificate referenced in paragraph (e) above will be based on either (i) a certificate of Harris County Appraisal District showing certified values, adjusted for exemptions, or (ii) a certificate of Harris County Appraisal District showing estimated or preliminary values, adjusted by the Authority for exemptions and losses due to protests, or (iii) a projection prepared by an independent real estate appraiser.

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, 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.

PLAN OF FINANCING

Purpose

Proceeds of the Bonds will be used for the purpose of (1) financing Project Costs pursuant to the Current Project Plan and Current Zone Financing Plan; (2) making a deposit to the Debt Service Reserve Fund for the Bonds, to the extent required; and (3) paying costs of issuance, including Bond insurance and reserve fund surety policy premiums, all under and pursuant to the authority of the TIF Act and all other applicable law . See “—Use and Distribution of Bond Proceeds” below.

The Authority expects to use Bond proceeds to provide stormwater detention facilities, other drainage improvements and road reconstruction within the Zone and to acquire land for the above purposes.

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..... | \$ |
| Total Sources: | \$ |

Uses of Funds:

| | |
|--|-----------|
| Deposit to Project Fund | \$ |
| Deposit to Debt Service Reserve Fund | \$ |
| Cost of Issuance ⁽¹⁾ | \$ |
| Total Uses: | \$ |

⁽¹⁾ Represents estimated fees, expenses, underwriting discount and bond insurance and reserve fund surety policy premiums, if any, related to the issuance and sale of the Bonds.

Issuance of Additional Parity Bonds

The Authority is interested in issuing Additional Parity Bonds within the next 12 months; however, it must obtain authorization from the City to do so. The Authority cannot predict whether the City will authorize it to issue Additional Parity Bonds or any time frame for such authorization.

INVESTMENT CONSIDERATIONS

Limited Obligations

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES, AND 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 BONDS DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION, OR A LOAN OF CREDIT OF THE CITY, HARRIS COUNTY, 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.

For a variety of reasons, as described below, a decrease or reduction in Tax Increments causing a decrease or reduction in Pledged Revenues may occur. These Bonds are subject to special investment considerations as set forth below.

Impact of Economic Conditions

Each year the then current market value of all real property and improvements in the Zone will determine Captured Appraised Value. The market value of the real property and improvements within the Zone is affected by the demand for such improvements. 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. economy and the specific economic conditions and demographic characteristics of the Houston metropolitan area and the Zone.

Many energy companies are located in the Houston metropolitan area and have manufacturing facilities and offices there. Energy is a major driver of the City's economy. Any downturn in the oil and gas or petrochemical industries could result in declines in the demand for residential and commercial property in the Houston metropolitan area and could reduce or negatively affect property values or economic activity within the region, including the Zone. In the longer term, the oil and gas industry in the Houston metropolitan area may be adversely affected by governmental actions taken to reduce the use of fossil fuel and concerns about climate change.

Nature of the Zone

The Zone is located at the intersection of two main highways in a relatively affluent area of Houston near the "Energy Corridor" where many energy companies are located. The Zone's taxable value is principally derived from commercial properties. See "STATUS OF DEVELOPMENT—Schedule 2: Breakdown of 2024 Taxable Values in the Zone by Type;" and "—Schedule 3: Principal Taxpayers in the Zone."

The Zone includes CityCentre, a mixed-use high-density development of retail, office, multi-family, restaurant and entertainment facilities; and Memorial City, a mixed-use development containing 9 million square feet of developed real estate across 265 acres, including office space, the 1.7 million square foot Memorial City Mall, residential units, hotels and the Memorial Hermann Memorial City Medical Center, the second largest medical campus in the Houston metropolitan area.

Risks Related to Shopping Malls and Retail Operations

Retail shopping centers and retail operations within the Zone including CityCentre and Memorial City can be significantly affected by a variety of risk factors. The following are examples of such risks: changes in international, national, regional and local economic conditions; tenant bankruptcies and a resulting rejection of leases; the impact on retail tenants and demand for retail space due to increased use of online shopping by consumers; the impact of alternative retail shopping centers like outlet centers, community/lifestyle centers, newer mall facilities, and catalogs; the loss of anchor stores and other major tenants; local real estate conditions, such as an oversupply of, or reduction in demand for, retail space or retail goods, decreases in rental rates, declining real estate values and the availability and creditworthiness of tenants; levels of consumer spending, changes in consumer confidence and fluctuations in seasonal spending; the willingness of retailers to lease space; increased operating costs; changes in applicable laws and regulations, including tax, environmental, safety and zoning; perceptions by consumers of the safety, convenience and attractiveness of retail shopping centers; natural disasters; and the potential for terrorist activities.

Future Taxable Values in the Zone May Decline

The Appraisal District determines the taxable value in the Zone annually based on the then current market value of all taxable real property and improvements in the Zone. **Captured Appraised Value is derived from the taxable value of real property and improvements within the Zone from year to year, not from any increase in the appraised value of personal property (such as equipment and inventory).**

The Appraisal District may use cost data, cost comparisons and/or an analysis of the income being produced by an office building or an apartment project 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 Zone may affect the Tax Increments received by the Authority.

The appraisal method or combination of methods that the Appraisal District uses within the Zone may change from time to time. The use of a particular method or combination of methods of appraisal with respect to property in the Zone may, over time, cause a decrease in the Captured Appraised Value in the Zone and, therefore, result in a reduction in the Contract Tax Increments.

Property owners have the right to protest the appraised value of their property in 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. Property owners have the right to seek tax abatements.

Owners 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 “—Tax Exemption Available to Multifamily Housing Developments” below.

Property values may also be adversely affected by natural or other disasters resulting in the substantial damage of property in the Zone. See “—Weather Events” below.

The appraised value of the property and improvements will be determined and certified by the 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.

Tax Exemptions Available to Multifamily Housing Developments

As described in "TAXING PROCEDURES OF THE CITY – Property Subject to Taxation by the City—Affordable Housing Exemptions,” a multifamily residential development owned or leased by a public facility corporation ("PFC"), a housing authority created by a municipality or county, a housing finance corporation whose creation was approved by a municipality or county, or a community housing development organization may be exempt from ad valorem taxation by the State and any other political subdivision of the State, including the City, if it is providing affordable housing as defined by particular statutes. Public facility corporations are being utilized by the Houston Housing Authority for the creation of affordable apartments in the greater Houston area, both through the development of new apartment projects and the acquisition of existing (and previously taxable) apartment projects which are then leased back to the prior private owner. Conversion of a taxable multifamily housing development to a tax-exempt status would result in the property no longer generating Contract Tax Increments available for payment of the Contract Revenue Bonds.

Concentration of Risk

Approximately 45.55 percent of the 2024 certified taxable value in the Zone was derived from property owned by the top ten taxpayers. See “STATUS OF DEVELOPMENT—Schedule 3: Principal Taxpayers in the Zone.” A significant reduction in the value of these properties could adversely affect the amount of Contract Tax Increments available for payment of debt service on the Bonds. If a principal taxpayer were to default in the payment of its taxes, the amount of Contract Tax Increments available for payment of debt service on the Bonds could be adversely affected. Collection of delinquent taxes can be a time consuming process. See “—Limitations on Tax Collections and Foreclosure Remedies” in this section.

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 zone had a taxable value of \$100 and a Captured Appraised Value of \$50, then a reduction in taxable value to \$95 would be a 5 percent decrease in taxable values and a 10 percent decrease in Captured Appraised Value. Tax Increments are derived from Captured Appraised Value and so will show the same percentage reduction as the Captured Appraised Value (10 percent in the example). See the “Ratio of 2024 Captured Appraised Value to Total Appraised Value in Zone” in “OFFICIAL STATEMENT SUMMARY—Schedule 1: Selected Financial Information (unaudited).”

Tax and Collection Rates May Decline

The amount of Contract Tax Increments available to pay principal of and interest on the Bonds is determined by the taxable value of the real property and improvements in the Zone, the tax rate of the City, and the percentage of taxes actually collected from taxpayers 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 Contract 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 City Creation Ordinance, Tri-Party Agreement, and Current Zone Financing Plan. The City must set its tax rate in accordance with the Texas Property Tax Code (the “*Property Tax Code*”), which limits the City’s ability to increase its tax rate without holding an election. See “TAXING PROCEDURES OF THE CITY—State Law Limitations on Setting the Annual Tax Rate.” In addition, the Texas Legislature could change the process for setting the rates or establish more stringent limits on the tax rates that may be set by a political subdivision than those currently in effect. See “—The Texas Legislature and Changes in Law” below.

The City’s tax rate may be further limited by provisions added to its 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 or maintain its tax rate in every year but one since 2014. 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 through 2023. The 2023 and 2024 tax rate was the same at \$0.5191900 per \$100 valuation. A recent case decided by the Texas Supreme Court may result in a more stringent revenue cap being imposed on the City in the future. See “TAXING PROCEDURES OF THE CITY—City Charter Limitations.”

See “FINANCIAL INFORMATION—Schedule 5: Tax Increment Collections” for tax rates from 2020 through 2024 and “TAXING PROCEDURES OF THE CITY—State Law Limitations on Setting the Annual Tax Rate.” 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 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.

The Texas Legislature and 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 89th Regular Legislative Session convened in January 2025 and is required to conclude by June 2, 2025. Thereafter, the Governor may call one or more additional special sessions, at the Governor’s discretion each of which may last no more than thirty days and for which the Governor sets the agenda. Changes to the Property Tax Code can also affect the valuation of property in the Zone. The Authority has no control over these changes.

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 the City 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 Zone and limiting the proceeds from a foreclosure sale of such property. Moreover, the proceeds of any sale of property within 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 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.

Recalculation of Prior Years’ Tax Increments

Overpayments of Contract Tax Increments from prior years may be offset against the current year’s Contract Tax Increments and may result in a significant reduction. The City makes adjustments in the amount of Contract Tax Increments owed for the prior four years before transferring the current year’s Contract 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 Contract 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 Contract Tax Increment overpayments—Contract Tax Increments not used for debt service in a particular year, if any, flow to the Surplus Fund, are released from the lien of the Indenture, and are available for other purposes.

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. If substantial damage were to occur to taxable property within the Zone as a result of such a weather event, the investment security of the Bonds could be adversely affected. In addition, the frequency of weather events in the Houston area could have a material impact on the long term development of the area’s economy.

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 Zone and/or surrounding residential areas have suffered some damage from rain events on at least five occasions since 2009. Hurricane Harvey, which made landfall along the Texas Gulf Coast on August 26, 2017, brought historic levels of rainfall to the Houston area during the successive four days. Tropical Depression Imelda, which occurred on September 18 and 19, 2019, resulted in 6 inches of rain in two hours and 7 inches of rain in three hours in the vicinity of the Zone, resulting in damage to some nearby homes.

The stated and primary focus of the Zone is to improve the drainage infrastructure within the Zone and immediate surrounding areas, and drainage improvement projects are ongoing. See “THE REDEVELOPMENT PLAN—Current Project Plan and Reinvestment Zone Financing Plan.”

If a future weather event significantly damaged all or part of the improvements within the Zone, the assessed value of property within the Zone could be substantially reduced, which could result in a decrease in Pledged Revenues. Further, there can be no assurance that a casualty loss to taxable property within 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 Zone. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period in which assessed values within the Zone could be adversely affected.

There are special taxing procedures for areas declared to be a disaster area by the Governor of Texas (the “Governor”) that 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.”

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.

Specific Flood Type Risks

Ponding (or Pluvial) Flood. Ponding, or pluvial, flooding occurs when heavy rainfall creates a flood event independent of an overflowing water body, typically in relatively flat areas. Intense rainfall can exceed the drainage capacity of a drainage system, which may result in water within the drainage system becoming trapped and diverted onto streets and nearby property until it is able to reach a natural outlet. Ponding can also occur in a flood pool upstream or behind a dam, levee or reservoir.

Riverine (or Fluvial) Flood. Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream, or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or drainage Limitations on Tax Collections and Foreclosure Remedies systems downstream.

Atlas 14

The National Weather Service has completed a rainfall study known as NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States (“*Atlas 14*”). Floodplain boundaries within the Zone may be redrawn based on the higher statistical rainfall amounts, resulting in the application of more stringent floodplain regulations applying to a larger area and potentially leaving less developable property within 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.

Flood Plain and Development Regulations Might Impede New Development

As a direct result of Hurricane Harvey, the City adopted rules and amended existing regulations in order to reduce the potential impact of new development on drainage and to mitigate flooding risks. The 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 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 percent of the market value of the structure prior to the start of improvements to meet the new and amended City of Houston regulations.

These regulations could deter the development of new improvements in the Zone.

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 the EPA’s standards, the 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 non-attainment 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 Increased Debt, Including 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 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—Issuance of Additional Parity Bonds.” Additionally, the Authority may incur debt subordinate to the payment of Additional Parity Bonds or may incur certain obligations through development agreements and related agreements. See “FINANCIAL INFORMATION—Outstanding Obligations of the Authority.”

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 Performance

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 includes transferring the Contract 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. Bondholders have no right to enforce the City's obligation to pay Contract 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.

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 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.

Failure to Generate Sufficient Tax Increments Prior to Termination of Zone

The Zone became effective on July 21, 1999, and currently is set to terminate on December 31, 2049. If Contract Tax Increments collected prior to termination of the Zone have been insufficient to pay principal of and interest on the Contract Revenue Bonds when due, no additional Contract 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 Contract Tax Increments have been insufficient.

The City has agreed to contribute Tax Increments to the Zone until termination of the Zone on December 31, 2049. The final scheduled maturity of the Bonds is September 1, 2049.

The TIF Act permits the City Council to shorten or lengthen the term of the Zone; however, 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.

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 Tax Legislation

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending, or future legislation.

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 made application for a commitment for municipal bond guaranty insurance on the Bonds. If a bond insurer makes a commitment to insure the Bonds and the Authority elects to accept the commitment and the conditions to the commitment are satisfied, scheduled payment of principal of and interest on the Bonds when due will be guaranteed by the bond insurer (the “*Bond Insurer*”) under a municipal bond insurance policy (the “*Policy*”) issued concurrently with the delivery of the Bonds.

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 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 insurance policy, however, such payments will be made by the Bond Insurer at such time and in such amounts as would have been due absence 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 claim 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 RATINGS” 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 will make an 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 will be 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.

Reliance on Debt Service Reserve Fund and Use of Reserve Fund Surety Policy

A Debt Service Reserve Fund for the Bonds in the amount of the Reserve Requirement for the Bonds will be established in connection with the issuance of the Bonds. The Debt Service Reserve Fund is for the sole benefit of the Bonds. Available funds in the Debt Service Reserve Fund are required to be used to fund debt service on the Bonds when there are insufficient funds in the Debt Service Fund to do so. However, the amount in the Debt Service Reserve Fund may not be sufficient to pay debt service on the Bonds, depending upon the amount, duration and frequency of the shortage in Contract Tax Increments. If the Debt Service Reserve Fund is accessed for any purpose, the Authority may not have sufficient Contract Tax Increments to replenish the fund.

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. See “SOURCE AND SECURITY FOR PAYMENT—Debt Service Reserve Fund” herein.

The financial strength and claims paying ability of a provider of a 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 a provider of a Reserve Fund Surety Policy 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 a provider of a Reserve Fund Surety Policy are downgraded or the provider becomes insolvent or bankrupt.

The obligations of the provider of a 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 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 page hereof. 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 date of delivery of the Bonds. Interest on the Bonds is payable on each March 1 and September 1, commencing September 1, 2025, 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 Computershare Trust Company, National Association 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

The Underwriters may combine maturities into one or more term bonds, which will be subject to mandatory sinking fund redemption at a price of par value plus unpaid accrued interest from the most recent interest payment date to the mandatory redemption date. The Authority reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 20__, prior to their scheduled maturities, in whole or from time to time, in part, in integral multiples of \$5,000 on September 1, 20__, or any date thereafter, at a price equal to par value plus accrued interest on the principal amounts 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.

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 moneys for the payment of the redemption price being held by the Paying Agent/Registrar, the Bonds designated for redemption described above will be due and payable at the redemption price specified above 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.

The Authority reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, or (ii) that the Authority retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Authority delivers a certificate of the Authority to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. Any Bonds that are subject to conditional redemption shall remain outstanding if such redemption is rescinded prior to redemption of such Bonds.

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 Indenture 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 amount, 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 Contract 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 other Parity Bonds previously or subsequently issued.

The Indenture creates a Pledged Revenue Fund, a Debt Service Fund, a Project Fund, a Rebate Fund, and a Surplus Fund. Each Fund, other than the Project Fund and the Surplus Fund, is to be maintained by the Trustee separate and apart from all other funds of the Authority. The Authority is required to maintain its Surplus Fund and Project Fund at a depository of the Authority's selection in accordance with the Tri-Party Agreement. The Pledged Revenue Fund and the Debt Service Fund are trust funds which are to be held in trust by the Trustee solely for the benefit of the owners of the Contract Revenue Bonds.

Capitalized terms used in this summary of the Indenture that are not defined have the meanings given to them in the Indenture.

Pledged Revenue Fund. All Contract Tax Increments are to be deposited into the Pledged Revenue Fund. Money in the Pledged Revenue Fund is to be applied in the following order of priority:

- (a) to the Debt Service Fund amounts necessary to make the amounts on deposit therein equal to the interest and principal installments due on the Contract Revenue Bonds in the period ending on the next March 1;
- (b) to the extent required in one or more bond resolutions, to the particular Debt Service Reserve Funds amounts required to attain the Reserve Requirement for each Series of Contract Revenue Bonds on a pro rata basis (based upon the percentage of the Reserve Requirement for each Series of Contract Revenue Bonds compared to the Reserve Requirement for all Contract Revenue Bonds);
- (c) to the payment of fees and expenses of the Trustee and Paying Agent/Registrar; and
- (d) to the Surplus Fund of the Authority established in accordance with the Tri-Party Agreement, for use by the Authority for any lawful purpose. Moneys may also be transferred from the Pledged Revenue Fund to the Surplus Fund at the written direction of the Authority at the time moneys are received in the Pledged Revenue Fund, provided that immediately prior to any such transfer the transfers and deposits required to be made in subparagraphs (a), (b), and (c) of this section have been made or provided for.

Debt Service Fund. The Authority is required to cause to be deposited to the Debt Service Fund accrued interest on the Contract Revenue Bonds, if any, and capitalized interest on the Contract Revenue Bonds, if any. Pursuant to the Indenture, the Trustee shall transfer from the Pledged Revenue Fund and the Debt Service Reserve Funds such amounts and at such times as to provide the amounts necessary to pay interest and principal installments due on the Contract Revenue Bonds. The Trustee will transfer such amounts to the Paying Agent/Registrar to pay principal installments and interest on the Contract Revenue Bonds as the same become due.

Debt Service Reserve Funds. Each bond resolution authorizing a Series of Contract Revenue Bonds may create and establish with the Trustee a Debt Service Reserve Fund, which may be pledged to a particular series of Contract Revenue Bonds and so designated. Each Debt Service Reserve Fund will initially be funded as provided in the applicable bond resolution and may be replenished from funds in the Pledged Revenue Fund as set forth above under “—Pledged Revenue Fund.” Amounts deposited into a Debt Service Reserve Fund for a Series of Contract Revenue Bonds will be used to pay interest on or principal installments of the particular series of Contract Revenue Bonds to which such Debt Service Reserve Fund is pledged when insufficient funds are available for such purpose in the Debt Service Fund or may be applied toward the payment of interest on or principal installments of the particular series of Contract Revenue Bonds to which the Debt Service Reserve Fund is pledged in connection with the refunding or redemption of such Contract Revenue Bonds.

Project Fund. The Project Fund is held and maintained by the Authority. It will initially be funded as provided in the bond resolutions. The Authority is authorized to make disbursements from the Project Fund to pay for Project Costs including the repayment of any loans, notes or other obligations used to finance Project Costs.

Surplus Fund. The Surplus Fund is held and maintained by the Authority. It will be funded from transfers from the Pledged Revenue Fund as set forth above under “—Pledged Revenue Fund.” Amounts in the Surplus Fund may be used by the Authority for any lawful purpose free from the lien and pledge of the Indenture.

Rebate Fund. The Trustee will deposit or transfer to the credit of the Rebate Fund each amount delivered to the Trustee by the Authority for deposit thereto and each amount directed by the Authority to be transferred thereto. The Trustee is required to pay amounts deposited to the Rebate Fund to the United States government.

Events of Default

The Indenture provides that an Event of Default will 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 it becomes due and payable.

Remedies

Upon the occurrence of an Event of Default, the Trustee, subject to the other provisions of the Indenture, may 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, 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, the right to seek a writ of mandamus issued by a court of competent jurisdiction compelling the directors and other officers of the Authority or the City to make payment of the Contract Tax Increments (but only from and to the extent of the sources provided in the Indenture and the Tri-Party Agreement) or to observe and perform such covenant, obligations or conditions of the Indenture or the Tri-Party Agreement. The Indenture provides that the Trustee may seek the appointment of receivers and may act without possession of the Contract Revenue Bonds. The Indenture provides for the appointment of the Trustee as the attorney in fact for the Registered Owners of the Contract Revenue Bonds.

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 the right to application of the Pledged Revenues in the manner provided in the Indenture.

Limitation on Action by Owners

The Indenture provides that all rights of action in respect of the Indenture will be exercised only by the Trustee, and no Registered Owner will 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 unless and until the Trustee has received the written request of the Registered Owners of not less than 25 percent of the aggregate principal amount of all Contract Revenue Bonds and the Trustee has 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 percent of the aggregate principal amount of the Contract Revenue Bonds 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 of Trust

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 will 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 define or redefine the Reserve Requirement or clarify the relationship between particular Debt Service Reserve Funds and particular Series of Bonds; and
- (h) to permit the assumption of the Authority's obligations thereunder by any entity that may become the legal successor to the Authority;

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:

- (1) without the consent of the Registered Owner of each affected outstanding Contract Revenue Bond, no modification, change or amendment to the Indenture will extend the time of payment of the principal installments or interest on the Bond, 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) without the consent of the Registered Owners of all outstanding Contract Revenue Bonds, 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 of the Contract Revenue Bonds, or reduce the aggregate principal amount of Contract Revenue Bonds required to approve any such modification, change or amendment of the Indenture.

Removal or Resignation of Trustee

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing, signed by the Registered Owners of a majority in principal amount of the Contract Revenue Bonds then outstanding and delivered to the Trustee, with notice thereof given to the Authority.

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.

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 “—Removal or 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 no appointment of a successor Trustee is made by the Registered Owners or by the Authority pursuant to the foregoing paragraph at the time a vacancy in the office of the Trustee shall have occurred, 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 deems proper, if any, appoint a successor Trustee.

Notwithstanding any provision of the Indenture 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 the Indenture without the execution or filing of any instrument or any other act on the part of any of the parties thereto.

STATUS OF DEVELOPMENT

Conditions at Creation of the Zone

As stated in the original Project Plan and Reinvestment Zone Financing Plan dated August 11, 1999, the redevelopment of the Zone was needed to address blighted conditions associated with failing infrastructure, lack of utility capacity, increased traffic congestion and declining retail sales resulting from increased competition to older inner-city malls and shopping centers from suburban retail centers. In particular, Town and Country Mall was declining and had vacancies, the Zone north of Interstate 10 had vacant and deteriorated sites and roadways without adequate drainage, sidewalks, or capacity, and there was congestion resulting from the lack of east-west thoroughfares and insufficient roadway capacity.

Real Estate Development in the Zone

Taxable value in the Zone has increased from approximately \$510 million as of January 1, 1999 to approximately \$4.4 billion as of January 1, 2024. See “SCHEDULE 2: Breakdown of 2024 Taxable Values in the Zone by Type” and “APPENDIX B—Aerial Map of the Zone.” Certain key developments are listed below.

Memorial City. Memorial City is a mixed-use development containing more than 10 million square feet of developed real estate across 300 acres, including:

- 3.2 million square feet of Class A office space;
- the 1.7 million square foot Memorial City Mall was built in the mid 1960’s and renovated in 2005. It currently contains more than 150 stores, restaurants, and entertainment attractions. Featured stores include Macy’s, Dillard’s, Zara, Michael Kors, Apple Store, Banana Republic, and Coach. Popular restaurants include Perry’s Steakhouse & Grille, The Cheesecake Factory, California Pizza Kitchen and Maggiano’s Little Italy. Special attractions include a premier NHL-sized ice rink, a Cinemark movie theater, a historic double-decker Venetian-style carousel and the world’s largest indoor, soft play area for kids, Frolic’s Castle.
- the Memorial Hermann Memorial City Medical Center, with 2.3 million square feet over 40 acres. The facility opened in 1971 and is now the second largest medical campus in Houston with more than 1,300 affiliated medical staff physicians, nearly 1,800 employees and 444 licensed hospital beds. The campus includes the 33-story Memorial Hermann Tower.
- a 90,000 square foot mixed use center that features chef-inspired restaurants and luxury and personal service tenants.
- upscale hotel accommodations including Hotel ZaZa Memorial City and The Westin Memorial City;
- garden and high rise residential housing, including The McKinley, a 278-unit luxury residential high rise; The McCarthy, a 133-unit luxury apartment high rise atop Hotel ZaZa Memorial City; The Fountains at Memorial City, a 114-unit 14 story mid rise; the 418-unit Memorial City Apartments; The McAdams Memorial City, a 333-unit luxury midrise apartment, and The Lodge at Spring Shadows, a 432-unit luxury apartment community.
- a 35,000 square foot retail complex has broken ground and is the initial project in Greenside at 1085 Gessner across Interstate 10 from Memorial City Mall. Greenside is being designed as a family-friendly community hub featuring an acre of green space lined by a mix of retail, restaurants, wellness, beauty and office tenants. The project is being developed by MetroNational and Radom Capital.

Memorial City is owned by MetroNational, a privately held real estate investment, development and management company headquartered in Houston, Texas.

CityCentre. CityCentre opened in 2009 on the site of the former Town and Country Mall. CityCentre is a mixed-use high-density development of retail, office, multi-family, restaurant and entertainment facilities with open air plazas

and designed green spaces. The Moran CityCentre, a 266 room hotel, is a hospitality and conference center. CityCentre was developed by Midway, a Houston-based privately owned, fully integrated real estate development and investment firm.

Schedule 2: Breakdown of 2024 Taxable Values in the Zone by Type

| | Taxable Value (a) | % |
|--------------|-------------------------|----------------|
| Residential | \$ 26,714,203 | 0.60% |
| Multi-Family | 817,837,021 | 18.41% |
| Vacant Land | 111,045,402 | 2.50% |
| Commercial | 3,485,879,620 | 78.46% |
| Utilities | 1,284,427 | 0.03% |
| | <u>\$ 4,442,760,673</u> | <u>100.00%</u> |

(a) Based on City 2024 certified taxable value in the Original Zone.

Schedule 3: Principal Taxpayers in the Zone

The following tables represent the principal taxpayers, the taxable assessed value of such property, and such property's taxable value as a percentage of the City's taxable value in the Zone for 2024, 2023, and 2022 based on the most current information available. The value of these properties may be under litigation and lowered at a later date.

| 2024 | Property Type | Tax Assessed Value | % of Total |
|-------------------------------|---------------|-------------------------|---------------|
| MC Medical Campus | Commercial | \$ 368,747,848 | 8.30% |
| Memorial City Mall | Commercial | 240,678,970 | 5.42% |
| ALKF LLC | Commercial | 236,057,710 | 5.31% |
| MNC Bunker Hill LLC | Multi-Family | 206,785,945 | 4.65% |
| Marathon Oil Company | Commercial | 192,500,000 | 4.33% |
| MN Coxen LLC | Commercial | 171,938,417 | 3.87% |
| Metro National Corporation | Commercial | 170,097,994 | 3.83% |
| Town Centre Partners Ltd | Commercial | 140,496,627 | 3.16% |
| Memorial City Towers LTD | Commercial | 128,817,590 | 2.90% |
| Kimco Realty Corp. | Commercial | 125,555,711 | 2.83% |
| Total | | <u>\$ 1,981,676,812</u> | <u>44.60%</u> |
| Total Certified Taxable Value | | \$ 4,442,760,673 | |

| 2023 | Property Type | Tax Assessed | % |
|-------------------------------|----------------------|---------------------|-----------------|
| | | Value | of Total |
| MC Medical Campus | Commercial | \$ 364,405,317 | 8.15% |
| Memorial City Mall | Commercial | 254,767,835 | 5.70% |
| ALKF LLC | Commercial | 242,297,567 | 5.42% |
| MNC Bunker Hill LLC | Multi-Family | 199,266,979 | 4.45% |
| SMBC Leasing & Finance Inc. | Commercial | 193,311,896 | 4.32% |
| Memorial City Towers LTD | Commercial | 191,932,734 | 4.29% |
| MN Coxen LLC | Commercial | 178,045,403 | 3.98% |
| Metro National Corporation | Commercial | 172,562,324 | 3.86% |
| Weingarten Realty Investors | Commercial | 122,620,935 | 2.74% |
| Town Centre Partners Ltd | Commercial | 105,738,999 | 2.36% |
| Total | | \$ 2,024,949,989 | 45.27% |
| Total Certified Taxable Value | | \$ 4,473,514,412 | |

| 2022 | Property Type | Tax Assessed | % |
|-------------------------------|----------------------|---------------------|-----------------|
| | | Value | of Total |
| MC Medical Campus | Commercial | \$ 363,719,620 | 8.56% |
| Memorial City Mall | Commercial | 264,682,520 | 6.23% |
| ALKF LLC | Commercial | 227,324,981 | 5.35% |
| Memorial City Towers LTD | Commercial | 188,127,471 | 4.43% |
| Metro National Corporation | Commercial | 179,204,750 | 4.22% |
| MN Coxen LLC | Commercial | 174,249,283 | 4.10% |
| SMBC Leasing & Finance | Commercial | 173,921,111 | 4.09% |
| MNC Bunker Hill LLC | Multi-Family | 138,900,191 | 3.27% |
| Weingarten Realty Investors | Commercial | 123,629,485 | 2.91% |
| Town Centre Partners Ltd | Commercial | 99,510,098 | 2.34% |
| Total | | \$ 1,933,269,510 | 45.49% |
| Total Certified Taxable Value | | \$ 4,250,030,469 | |

FINANCIAL INFORMATION

Debt Service Requirements

The following table sets forth the debt service requirements for the outstanding Bonds plus the estimated annual debt service on the Bonds, based upon a fiscal year end of June 30.

| Fiscal Year | Outstanding Debt Service | The Bonds | | | Total |
|---|-----------------------------|----------------------|----------------------|----------------------|----------------------|
| | | Principal | Interest | Total | |
| 2026 | 7,360,323 | - | 936,667 | 936,667 | 8,296,989 |
| 2027 | 7,362,359 | - | 1,405,000 | 1,405,000 | 8,767,359 |
| 2028 | 7,367,540 | - | 1,405,000 | 1,405,000 | 8,772,540 |
| 2029 | 7,364,625 | - | 1,405,000 | 1,405,000 | 8,769,625 |
| 2030 | - | 775,000 | 1,385,625 | 2,160,625 | 2,160,625 |
| 2031 | - | 815,000 | 1,345,875 | 2,160,875 | 2,160,875 |
| 2032 | - | 860,000 | 1,304,000 | 2,164,000 | 2,164,000 |
| 2033 | - | 900,000 | 1,260,000 | 2,160,000 | 2,160,000 |
| 2034 | - | 950,000 | 1,213,750 | 2,163,750 | 2,163,750 |
| 2035 | - | 995,000 | 1,165,125 | 2,160,125 | 2,160,125 |
| 2036 | - | 1,045,000 | 1,114,125 | 2,159,125 | 2,159,125 |
| 2037 | - | 1,100,000 | 1,060,500 | 2,160,500 | 2,160,500 |
| 2038 | - | 1,155,000 | 1,004,125 | 2,159,125 | 2,159,125 |
| 2039 | - | 1,215,000 | 944,875 | 2,159,875 | 2,159,875 |
| 2040 | - | 1,280,000 | 882,500 | 2,162,500 | 2,162,500 |
| 2041 | - | 1,345,000 | 816,875 | 2,161,875 | 2,161,875 |
| 2042 | - | 1,415,000 | 747,875 | 2,162,875 | 2,162,875 |
| 2043 | - | 1,485,000 | 675,375 | 2,160,375 | 2,160,375 |
| 2044 | - | 1,560,000 | 599,250 | 2,159,250 | 2,159,250 |
| 2045 | - | 1,640,000 | 519,250 | 2,159,250 | 2,159,250 |
| 2046 | - | 1,725,000 | 435,125 | 2,160,125 | 2,160,125 |
| 2047 | - | 1,815,000 | 346,625 | 2,161,625 | 2,161,625 |
| 2048 | - | 1,910,000 | 253,500 | 2,163,500 | 2,163,500 |
| 2049 | - | 2,005,000 | 155,625 | 2,160,625 | 2,160,625 |
| 2050 | - | 2,110,000 | 52,750 | 2,162,750 | 2,162,750 |
| Total | <u>\$ 29,454,847</u> | <u>\$ 28,100,000</u> | <u>\$ 22,434,417</u> | <u>\$ 50,534,417</u> | <u>\$ 79,989,263</u> |
| Average Annual Debt Service (2026-2050) | | | | | \$ 3,199,571 |
| Maximum Annual Debt Service (2028) | | | | | \$ 8,772,540 |

* Preliminary, subject to change

Authority to Issue Bonds and Notes

By City Ordinance No. 2011-729, the City Council of the City authorized the Authority to issue its notes and bonds in the principal amount of \$55,000,000 outstanding at any time. After issuance of the Bonds, the Authority will not have any authorized but unissued bonds or notes. The Indenture requires that any pledge or encumbrance of Contract Tax Increments to secure payment of notes be junior and subordinate to the lien and pledge securing the Contract Revenue Bonds.

Schedule 4: Authorized and Unissued Bonds and Notes

| | |
|---|---------------|
| Bonds the City Council has Authorized the Authority to Have Outstanding at Any One Time | \$ 55,000,000 |
| Outstanding Debt | (26,900,000) |
| The Bonds* | (28,100,000) |
| Unused Authorization | <u>\$ -</u> |

* Preliminary, subject to change

Outstanding Obligations of the Authority

In addition to contracts entered into by the Authority in normal course, the Authority has the following outstanding obligations:

Development Agreement. The Authority entered into a Development Agreement (the “*Lipex Agreement*”) with Lipex Properties, L.P. (the “*Company*”) on September 24, 2014. Under the Lipex Agreement, the Authority agreed to reimburse the Company for design and construction of the following project: improvements to the existing Conrad Sauer Detention Pond, design and construction of a replacement of the existing Mathewson Lane asphalt pavement, design and construction of a bridge across the Conrad Sauer Detention Pond, and design and construction of an extension of Mathewson Lane to Gessner Road and the installation of a traffic signal. This project was completed, and the Authority has reimbursed the Company for the design and engineering costs. Under the Development Agreement, the Authority has agreed to continue to pay the Company for the project costs in seven annual installments of \$3,013,459 (plus interest) or until the Company has been fully reimbursed. According to the Company, after the Authority’s payment in September 2024, the Authority owed the Company a total of \$3,154,380.14 plus interest pursuant to the Lipex Agreement.

The Company does not have any right or claim to be reimbursed from sources other than the Tax Increment Revenue Fund, and the Company’s right to be reimbursed from the Tax Increment Revenue Fund is subject to the terms of the Tri-Party Agreement which state that the Authority will use the money in the Tax Increment Revenue Fund first, to pay all principal, all interest, and all paying agent/registrar charges on its bonds and notes and second, to make payments on other Authority obligations with developers or builders. The Lipex Agreement constitutes a pledge of the Tax Increment Revenue Fund.

Municipal Services Agreements with the City. 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. Payment of the incremental service costs is from the City’s Tax Increment and is limited to “Available Authority Revenues,” which are defined as revenues of the Authority in its Surplus Fund derived from the City’s Tax Increments after payment of (i) all principal, interest and paying agent/registrar charges on the Contract Revenue Bonds, any notes or other obligations of the Authority, (ii) payments on agreements with developers and builders, and (iii) payments for other Project Costs to be paid pursuant to existing contracts with consultants or other contractors, permitted by the Tri-Party Agreement and the TIF Act. If the City’s available Tax Increment is not sufficient in any year to pay the incremental service costs, the costs shall accrue annually and become due and payable at such time as Available Authority Revenues are sufficient to pay it. In fiscal year 2024 the Authority paid the City \$2,067,101 pursuant to an annual municipal services agreement.

Briar Branch Detention Basin and Storm Sewer Improvements Contract. On October 15, 2024, the Authority entered into a Construction Contract with Reytec Construction Resources Inc. in the amount of \$13,797,688 to make improvements to an existing detention basin between Bunker Hill Road and Blalock Road and to make storm sewer and roadway improvements to Westview Drive, Cedardale Drive, Windhover Lane and Demarel Lane. The Authority has been granted funding of \$3,394,000 from the U.S. Environmental Protection Agency for this project, which is under construction.

Interlocal Agreements with the City of Bunker Hill Village. The Authority originally entered into an Interlocal Agreement (the “*Bunker Hill Agreement*”) with the City of Bunker Hill Village (“*Bunker Hill*”) effective October 10, 2018, which was amended and restated as of November 16, 2021. Pursuant to the Bunker Hill Agreement, the Authority and Bunker Hill agreed to coordinate to expand the Memorial Drive Phase I project described under “THE REDEVELOPMENT PLAN—Completed Capital Improvement Projects” to cover Memorial Drive from Tallowood Drive

to Gessner Road. Pursuant to the Bunker Hill Agreement, Bunker Hill was required to submit a grant application to secure federal funding for the project and act as the project sponsor in coordinating construction of the project with TxDOT. The Authority and Bunker Hill shared the 20% local match commitment for the project.

The Authority and Bunker Hill entered into a Second Amended and Restated Interlocal Agreement with respect to this project effective November 22, 2024. Under this agreement, the parties recognized that the project had been awarded \$3,000,000 in funding under a grant to be administered by the United States Department of Housing and Urban Development (“HUD”). According to the agreement, the City will be designated as the project sponsor for the purpose of administering the HUD grant and any grants awarded by TxDOT through Houston-Galveston Area Council.

Investment Policy

Under the Texas Public Funds Investment Act, 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 of Directors.

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) 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 270 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.

Schedule 5: Tax Increment Collections

| City (a) | Tax Year | Base Year Value (b) | Current Year Value | Tax Rate | Current Increment | Increment Tax Rate | Increment Collections | Collection Rate (c) |
|-----------|-------------|------------------------|-----------------------|-------------|----------------------|-----------------------|--------------------------|------------------------|
| Original | 2019 | \$ 509,671,530 | \$3,463,293,529 | 0.567920 | \$ 2,953,621,999 | 0.56792 | \$ 16,774,210 | 100.00% |
| | 2020 | 509,671,530 | 3,621,454,541 | 0.561840 | 3,111,783,011 | 0.56184 | 17,483,242 | 100.00% |
| | 2021 | 509,671,530 | 3,700,890,713 | 0.550830 | 3,191,219,183 | 0.55083 | 17,574,677 | 99.98% |
| | 2022 | 509,671,530 | 4,000,659,686 | 0.533640 | 3,490,988,156 | 0.53364 | 18,623,720 | 99.97% |
| | 2023 | 509,671,530 | 4,435,802,635 | 0.519190 | 3,926,131,105 | 0.51919 | 19,958,053 | 97.91% |
| Projected | 2024 | 509,671,530 | 4,442,760,673 | 0.519190 | 3,933,089,143 | 0.51919 | 20,332,807 | 99.57% |

(a) Information for tax years 2019 through 2024 was provided by the City's Department of Finance.

(b) Base year for the Original Zone is 1999.

(c) 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.

Schedule 6: Historical Debt Service Coverage

| Fiscal Year Ended June 30 (a) | Authority Increments Received/Accrued (b), (c) | Next Fiscal Year's Debt Service Requirements (d) | Debt Service Coverage |
|-------------------------------------|---|---|--------------------------|
| 2019 | \$ 15,116,144 | \$ 4,381,950 | 3.45x |
| 2020 | 16,021,317 | 7,290,091 | 2.20x |
| 2021 | 17,240,850 | 7,298,541 | 2.36x |
| 2022 | 16,467,776 | 7,363,049 | 2.24x |
| 2023 | 17,940,338 | 7,362,823 | 2.44x |
| 2024 | 17,491,193 | 7,368,664 | 2.37x |

(a) This schedule shows payments the Authority has received or have been accrued in the Authority's financial statements in each of the fiscal years 2019 through 2024. It differs from Schedule 5 which shows collections by tax year and not by year of receipt.

(b) City tax payments are deposited into the General Fund of the City. Once they are accounted for and allocated to the Zone, the Tax Increment portion of the City tax payments is deposited to the Tax Increment Fund for the Zone. The City Council of the City must appropriate the moneys in the Tax Increment Fund to the Authority before such moneys are disbursed. Appropriations are normally made annually in June or July. According to the Tri-Party Agreement, the City will transfer the moneys in the Tax Increment Fund to the Authority on the first business day of each July in which a current budget is in effect. See "INVESTMENT CONSIDERATIONS—Dependence on Contract Performance."

(c) The Tax Increments Received/Accrued in a fiscal year will be lower than actual Tax Increments collected by the City because of the 5 percent administrative charge. They may also differ due to underpayments or overpayments from prior years. An overpayment can occur, among other circumstances, when the taxable value in the Zone for a tax year on which Tax Increments were previously paid to the Authority is reduced because of successful tax protests or tax litigation or when property has been incorrectly coded to the Zone. Due to the large commercial accounts in the Zone, the reduction of Authority Increments Received/Accrued in a given year could be substantial.

(d) Unaudited.

THE REDEVELOPMENT PLAN

The Zone

By City Ordinance No. 1999-759, approved on July 21, 1999 (the "*City Creation Ordinance*"), the Zone was created by the City Council of the City pursuant to the provisions of the TIF Act and consisted of approximately 950 acres (the "*Original Zone*"). The City Creation Ordinance designated 1999 as the base tax year for the Zone and established a Tax Increment Fund.

Additional land was annexed into the Zone in 2011, 2014, 2017, 2019 and 2024 totaling approximately 56.6 acres (the "*Annexed Areas*"). The approximate 14.87 acres added to the Zone by the annexation in 2024 (the "*2024 Annexed Area*") was added to the Zone base beginning on January 1, 2025. See "APPENDIX A—Boundary Map."

The Zone took effect upon passage of the City Creation Ordinance, which specified the Zone's termination date as December 31, 2029, or at such earlier time designated by subsequent ordinance of the City, or at such time that all Project Costs of the Zone, tax increment bonds and the interest on all tax increment bonds, have been paid in full. By City Ordinance No. 2024-957, approved on December 11, 2024, the City Council approved the Current Project Plan and Current Zone Financing Plan, which extended the termination date of the Zone from December 31, 2029 to December 31, 2049.

At the time of the Zone's creation, the City Council found that the Zone met the criteria of the TIF Act because the proposed zone contained (1) a substantial number of substandard, slum, deteriorated, or deteriorating structures, (2) the predominance of defective or inadequate sidewalk or street layout, (3) faulty lot layout in relation to size, adequacy, accessibility or usefulness, and (4) the deterioration of site or other improvements. The City Council further found that the area to be included in the Zone was a contiguous geographic area located wholly within the corporate limits of the City of Houston, and was eligible for designation under the TIF Act as a reinvestment zone.

The City Creation Ordinance also formed the Zone Board. The Zone Board was established with seven positions. The first five positions on the Zone Board were reserved for the City. Positions six and seven were reserved for other taxing units levying taxes within the Zone, each of which could appoint one director. The City Creation Ordinance provided that if other taxing units failed to appoint directors to the open positions by January 1, 2000, the City was entitled to appoint persons to the remaining positions. No taxing units appointed directors to the Zone, and the City appoints directors to the sixth and seventh positions.

The Authority

City Resolution No. 2002-26, passed August 14, 1999, authorized creation of the Authority 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 non-profit 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 Zone and neighboring areas, to promote, develop, encourage, and maintain housing, employment, commerce and economic development in the City. The Authority is further organized to assist the City and the Zone Board in: (1) the implementation of the Plan for the Zone and the preparation and implementation of amendments to the Plan; (2) the development of a policy to finance development and redevelopment of residential, commercial and public properties in the Memorial City area; and (3) the development and implementation of a development policy for the Memorial City area, including the acquisition of land for development purposes.

The Articles of Incorporation provide that the Authority will be managed by a Board of Directors consisting of five persons and permits additional persons to be added to the Board by the Authority in accordance with its bylaws. Any director may be removed from office at any time, with or without cause, by the City Council. According to the bylaws of the Authority, appointment to the Zone Board will constitute an appointment to serve as director of the Authority, which appointments will be made by position to the Board by the Mayor of the City with the consent and approval of City Council.

The Authority commenced operations in 2002. Its operations are governed by the Tri-Party Agreement. The Authority has no employees but contracts with consultants for administrative, management and specialized services. The Authority's operations are currently funded by proceeds of the Contract Tax Increments paid to the Authority by the City pursuant to the Tri-Party Agreement.

The Management District

The Harris County Municipal Management District No. 1 operating as Memorial Management District (the "*Management District*") is a special district created under Article XVI, Section 59 of the Texas Constitution by the Texas Legislature. The Management District has broad powers to promote the health, safety and general welfare of residents, employers, employees, visitors and consumers in the district, provide needed funding to preserve the economic health and vitality of the area as a community and business center, promote the health, safety, welfare and enjoyment of the public by providing pedestrian ways and by landscaping and developing certain areas in the district which are necessary for the restoration, preservation and enhancement of scenic and aesthetic beauty. The Management District funds costs for public safety, enhancements and cleanliness of public areas, landscaping and development of open green space.

Many, but not all, properties within the Zone are also within the Management District.

The Management District collects annual assessments on property owners in the district (currently \$0.10 per \$100 assessed value) to provide services and to construct improvements within the district. The Management District is governed by a board of 11 directors who serve staggered terms of four years. Directors are appointed by the City of Houston.

Tri-Party Agreement

The Tri-Party Agreement states in detail the scope of services to be provided to the Zone by the Authority. The services include management and administrative services for the Zone, as requested by the Zone Board, services with respect to the Plan, including implementation and updating, and services with respect to the tax rolls pertaining to the Zone, including analysis and coordination with taxing units. The Authority is also required to assist the Zone Board in establishing a program to increase the level of safety within the Zone, preparing development plans, and planning and design and construction of infrastructure improvements, land acquisition and redevelopment.

The Tri-Party Agreement provides that the Authority has the authority 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 Contract Tax Increments; provided that the Authority may issue its bonds only upon the approval of the City Council. All development agreements with developers or builders must be approved by the Chief Development Officer of the City. All consultant contracts are subject to approval of the Chief Development Officer of the City, 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.

The Tri-Party Agreement states that no 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 of the City must consent to the assignment and pledge of the Authority's Revenue Fund. The Authority must obtain the prior approval of the Director of Public Works for the City for any Zone project constructed, caused to be constructed or financed by the Authority.

During the term of the Tri-Party Agreement, the Authority will prepare and submit to the City and the Zone Board by January 1 of each year, its annual budget. Budget amendments that involve an increase, decrease or adjustment of \$400,000 or more 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 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 of the City.

In performing its obligations under the Tri-Party Agreement, the Authority is an independent contractor. The Authority and its contractors are 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.

For further information on the Tri-Party Agreement, and the obligations of the City and Zone relating to Tax Increments, see "SOURCE OF AND SECURITY FOR PAYMENT—Collection of Tax Increments."

Current Project Plan and Reinvestment Zone Financing Plan

The Fifth Amendment to Project Plan and Reinvestment Zone Financing Plan (the "*Current Project Plan*" and "*Current Reinvestment Zone Financing Plan*") for the Zone was approved by the City Council of the City on December 11, 2024, by City Ordinance No. 2024-957.

The Current Project Plan cites the Zone’s goals as improving drainage and detention, reconstructing streets, redeveloping and upgrading public green space, parks and recreational facilities, making pedestrian improvements and developing public facilities and spaces.

The Current Reinvestment Zone Financing Plan details the Project Costs financed and to be financed by the Zone. Methods and sources of financing for the Current Reinvestment Zone Financing Plan include the issuance of bonds and notes by the Authority. The Current Zone Financing Plan lists total Project Costs equal to \$783,142,921. As of June 30, 2024, the Authority had expended \$217,299,103 in Project Costs.

The Current Project Plan and Current Reinvestment Zone Financing Plan may be amended from time to time in accordance with the TIF Act if such amendments are adopted by the Zone Board and approved by the City Council.

Completed Capital Improvement Projects

The Authority is required to develop five-year capital improvement plans and obtain approval of the plans from the City. The Authority is currently operating under its Capital Improvement Plan for fiscal years 2025-2029. Among the recent projects substantially completed under prior plans are the following:

1. *W-140 Briar Branch Channel Improvements with Bridge and Straws*: This project is intended to lower water levels on Briar Branch, provide flood mitigation storage, and deliver flooding relief and protection to the surrounding area. The Project will enclose Briar Branch with large storm box culverts from Gessner Road to the phase I detention basin located east of Bunker Hill Road and south of Briar Branch. “Straws” will include improvements to the neighborhood drainage system to move water from the streets and homes into the enclosed channel and detention basin. This project will provide approximately 14 acre feet of new detention capacity for the system.
2. *North Gessner Drainage and Mobility Improvement from Interstate 10 to Long Point*: This project will reconstruct Gessner Road between Interstate 10 frontage road and Long Point Road. The project will include full roadway reconstruction, additional storm sewer box culverts, replacement of aging water lines, wider sidewalks with amenities, street lighting and replacement of the traffic signal at Westview Road. The project is intended to improve drainage, mobility and quality of life.
3. *Memorial Drive Drainage and Mobility Improvement Project—Phase I*: This project is intended to improve safety, mobility and drainage by installing dual 10’x10’ concrete boxes to increase storage, increase storm level protection and reduce overland flow leaving the project area, reducing roadway ponding and residential flooding. The project will also improve roadway to curb and gutter with raised medians to improve mobility and access management. The project adds sidewalks and shared use paths and replaces aging or deficient public utilities. This project is substantially complete but is included in the Capital Improvement Plan 2025-2029 described below.

See “FINANCIAL INFORMATION—Outstanding Obligations of the Authority” for information on the Authority’s current financial obligations relating to capital improvement projects.

Capital Improvement Plan 2025-2029

The following projects are included in the Authority’s five-year capital improvement program for fiscal years 2025-2029. The Authority intends to fund the projects with proceeds of the Contract Revenue Bonds and Contract Tax Increments, as well as through collaboration with developers and other entities, such as TxDOT, METRO and the City. The Authority intends to seek federal and state grant funding to the extent available. Completion of the projects is subject to availability of funds, market conditions and other considerations which may necessitate changes to the program.

1. *W-140 Detention Basin Deepening and Straw Extensions*: This project deepens the existing W140 Detention Basin, adding 26 acre feet of capacity to the basin, and makes improvements to drainage for the residential areas to the north of the W140 Detention Basin. Estimated Cost: \$15,623,700, of which the Authority’s share is \$12,123,700. This project is under construction. See “FINANCIAL INFORMATION—Outstanding Obligations of the Authority.”
2. *Completion of Memorial Drive Drainage and Mobility Improvement Project—Phase I*: This project is intended to improve safety, mobility and drainage by installing dual 10’x10’ concrete boxes to increase storage, increase storm level protection and reduce overland flow leaving the project area, reducing roadway ponding and residential flooding.

The project will also improve roadway to curb and gutter with raised medians to improve mobility and access management. The project adds sidewalks and shared use paths and replaces aging or deficient public utilities. Estimated Cost: \$25,458,512, of which only \$496,347 remains to be expended.

3. Memorial Drive Drainage and Mobility Improvement Project: Phase 2: Flooding and drainage improvements to address flooding on Channel W153-00 and reconstruct Memorial Drive from Tallowood to Bunker Hill City Limits. Estimated Cost: \$32,100,450 of which \$6,264,034 is the Authority's estimated share.
4. Detention Basin A: This project may involve multiple phases and is intended to implement regional drainage study recommendations for additional storm water storage to mitigate flooding in surrounding residential and commercial areas. Estimated Cost: \$89,196,827, of which the Authority's estimated share of \$43,181,133. This project requires participation and grants from other governmental entities. Currently preliminary design and acquisition work is underway.
5. Detention Basin B: This project may involve multiple phases and is intended to implement regional drainage study recommendations for additional storm water storage. Estimated Authority cost for design work is \$5,200,000. Construction of the facility is currently planned in fiscal year 2030 and is estimated to cost \$35,000,000.
6. Detention Basin C with Public Safety Facilities: This project will add Detention Basin C which will provide approximately 100 acre feet of detention. Estimated cost of the project, which includes real estate acquisition and possible construction of public safety facilities, is \$134,599,998, all of which will be paid by the Authority and is scheduled to be expended in fiscal years 2025-2029.
7. Park and Green Space Improvements: Projects include funding for route studies, design, construction and right-of-way acquisition. Estimated Cost during the five-year plan: \$390,000.
8. Sidewalk Improvements Program: Estimated Cost: \$300,000.

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 Appraisal District has the responsibility for appraising property for all taxing units with property within Harris County, including the City. Such appraisal values are subject to review and change by the Harris Central 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; property used for affordable housing; historical sites; 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.

Affordable Housing Exemptions: The Property Tax Code provides for several types of corporations which provide affordable housing to be exempted from payment of ad valorem taxes. These include public facility corporations formed under Chapter 303 of the Local Government Code, housing authorities owned by a municipality or county and created under Chapter 392 of the Local Government Code, and housing finance corporations created under Chapter 395 of the Local Government Code. The Tax Code provides an exemption from ad valorem taxes for a nonprofit corporation which qualifies as a community housing development organization under federal law. The qualifications for each of these types of entity differ but generally they must reserve a certain number of units in the development for persons earning no more than 80 percent of the median income in the area.

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 percent. A veteran who receives a disability rating of 100 percent 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. Cities, counties and school districts are prohibited from repealing or reducing an optional homestead exemption that was granted in tax year 2022 through December 31, 2027.

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 2024 tax year, the City had 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. For the 2024 tax year, it has elected the local option to exempt from taxation property being used as a day care.

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.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its fair market value. 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 timberland designation 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. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the City can collect taxes based on the new use, including taxes for the previous five (5) years for open space land and timberland.

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 percent 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 percent for property less than 30 percent damaged to 100 percent 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.

Taxpayer Remedies

The Property Tax Code establishes an appraisal review board in each county with responsibility for resolving disputes between taxpayers and the appraisal district. It is also empowered to determine challenges initiated by taxing units, correct clerical errors in the appraisal records and the appraisal rolls, act on motions to correct appraisal rolls, and determine whether an exemption or a partial exemption is improperly granted. The appraisal review board is independent of the appraisal district. In counties with more than 120,000 in population, the local administrative district judge appoints the appraisal review board members.

A property owner is entitled to protest the value of a tract of property before the appraisal review board in the following circumstances: the value the appraisal district placed on the property is too high; the property was unequally appraised; the appraisal district denied a special appraisal, such as open-space land; the appraisal district failed to provide the property owner with required notices; or as otherwise permitted under 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 \$57,216,456 for the 2023 tax year, and is adjusted annually by the State Comptroller to reflect the inflation rate.

A property owner who files a protest must pay the amount of taxes due on the portion of the taxable value of the property subject to the protest that is not in dispute before the delinquency date or the property owner forfeits the right to proceed to a final determination of the protest.

Property owners who are dissatisfied with the decision of the appraisal review board may appeal the decision. Depending upon the circumstances, the property owner may be able to require the appraisal district to go to binding arbitration or to have the appeal heard by the State Office of Administrative Hearings.

If those remedies are not available or if the property owner prefers, it has the right to appeal the decision of the appraisal review board to the state district court in which the property is located. The district court review is by trial de novo, and the district court is required to try all issues of fact and law raised by the pleadings in the manner applicable to civil suits generally. Any party is entitled to trial by jury on demand. The district court will grant relief if it determines that the appraised value of the property exceeds the appraised value required by law or the property is appraised unequally.

A party may appeal the final judgment of the district court as provided by law for appeal of civil suits generally, except that an appeal bond is not required of the chief appraiser, the county, the comptroller, or the commissioners court.

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.

The Property Tax Code uses the terms "voter-approval tax rate" and "no-new-revenue tax rate." 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 (adjusted) from the current year's values (adjusted) 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 (adjusted) from the current year's total taxable values (adjusted). The "unused increment rate" means the cumulative difference between the City's voter-approval tax rate and its actual tax rate for each of the three preceding tax years, which may be applied to the City's tax rate in the current 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 exceeds 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). 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 percent, 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), which limited increases in the City's "combined revenues," including revenues of the General Fund, Special Funds and Enterprise Funds.

The election ordinance included a "primacy clause" stating that Proposition 1 (proposed by the City Council) would prevail over Proposition 2 (proposed by citizen initiative) if voters approved Proposition 1 by more votes than Proposition 2. At the election, voters approved both charter amendments but Proposition 1 won more votes than Proposition 2. As required by a decision of the Texas Court of Appeals, the City adopted both amendments to its charter; however, the City took the position that Proposition 2 was not effective because of the primacy clause and the existing provision of the City Charter governing reconciliation of conflicting amendments, which states that in the event conflicting charter amendments are approved at the same election, the one with the most votes prevails. The City has never complied with Proposition 2.

Current Proposition 2 Litigation: Protracted litigation in state district court, state appellate court, and the Texas Supreme Court followed the approval of the two propositions. On April 21, 2023, the Texas Supreme Court held that the City could not rely on the primacy clause in the election ordinance because it conflicted with state law, which requires cities to adopt proposed charter amendments when voters approve them by majority vote. The Texas Supreme Court remanded the case to the trial court to determine whether and the extent to which Proposition 1 and Proposition 2 may be harmonized under the City's existing charter provision governing reconciliation of conflicting amendments, which the Court found did not violate state law, and to consider the effect of the severability clause in Proposition 2 for those provisions that conflict.

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 the 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.

Impact of Proposition 1 and Proposition H on Future Fiscal Years: In Fiscal Year 2015, the City reduced its tax rate to address Proposition 1 and Proposition H limitations; however, the City did not budget above this cap and, therefore, did not have to reduce its revenues from budget. The City is expecting Proposition 1 and Proposition H to impact future budgets and, as a result, all five-year forecasts now rely on projections of CPI plus population growth to project ad valorem tax revenue growth.

Proposition B Preempted by State Law: The Houston Professional Fire Fighters Association (the “*Firefighter Union*”) presented a petition to the City to amend the City’s Charter with regard to the compensation of the City’s firefighters. On November 6, 2018, the voters approved a proposition adding a charter amendment (hereinafter “*Proposition B*”) to cause the City to compensate its firefighters in an amount that is “at least equal and comparable by rank and seniority” to the City’s police officers. On March 31, 2023, the Texas Supreme Court ruled that Proposition B was preempted by State law. Litigation between the City and the Firefighter Union was settled in 2024 with the City Council approving a \$1.5 billion settlement on June 14, 2024. The City issued \$650 million in judgment bonds to pay the back pay portion of the settlement.

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, the approving legal opinion of Bond Counsel, to a like effect and to the effect that, under existing law, interest on the Bonds (i) is excludable from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”), and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals. See “TAX MATTERS” for a discussion of the opinion of Bond Counsel.

The legal fees paid to Bond Counsel and to Disclosure Counsel for services rendered in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

No-Litigation Certificate

The Authority will furnish the Underwriters a certificate dated as of the date of delivery 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 MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

Tax Exemption

In the opinion of Allen Boone Humphries Robinson LLP, Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Code, and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the “Service”). The Authority has covenanted in the Bond Resolution that it will comply with these requirements.

Bond Counsel’s opinion will assume continuing compliance with the covenants of the Bond Resolution pertaining to those sections of the Code that affect the excludability of interest on the Bonds from gross income for federal income tax purposes and, in addition, will rely on representations by the Authority and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the Authority and such parties, which Bond Counsel has not independently verified. If the Authority fails to comply with the covenants in the Bond Resolution or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Bond Counsel will express no opinion as to the amount or timing of interest on the Bonds or, except as stated above, any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Bond Resolution upon the advice or with the approving opinion of Bond Counsel. Bond Counsel will express no opinion with respect to Bond Counsel’s ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest of the Bonds from gross income for federal income tax purposes.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel’s legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Authority as the taxpayer, and the Owners of the Bonds may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds, regardless of the ultimate outcome of the audit.

Qualified Tax-Exempt Obligations

The Bonds will not be designated “qualified tax-exempt obligations” for financial institutions.

Additional Federal Income Tax Considerations

Collateral Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences, including but not limited to those noted below. Therefore, prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

An “applicable corporation” (as defined in section 59(k) of the Code) may be subject to a 15 percent alternative minimum tax imposed under section 55 of the Code on its “adjusted financial statement income” (as defined in section 56A of the Code) for such taxable year. Because interest on tax-exempt obligations, such as the Bonds, is included in a

corporation's "adjusted financial statement income," ownership of the Bonds could subject certain corporations to alternative minimum tax consequences.

Ownership of tax-exempt obligations also may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium

If the issue price of any maturity of the Bonds exceeds the stated redemption price payable at maturity of such Bonds, such Bonds (the "*Premium Bonds*") are considered for federal income tax purposes to have "bond premium" equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Accounting Treatment of Original Issue Discount

If the issue price of any maturity of the Bonds is less than the stated redemption price payable at maturity of such Bonds (the "*OID Bonds*"), the difference between (i) the amount payable at the maturity of each OID Bond, and (ii) the initial offering price to the public of such OID Bond constitutes original issue discount with respect to such OID Bond in the hands of any owner who has purchased such OID Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such OID Bond equal to that portion of the amount of such original issue discount allocable to the period that such OID Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions "TAX MATTERS – Tax Exemption" and "TAX MATTERS – Additional Federal Income Tax Considerations – Collateral Tax Consequences" and "—Tax Legislative Changes" generally apply and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such OID Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such OID Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such OID Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriter have purchased the Bonds for contemporaneous sale to the public and (ii) all of the OID Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm's-length transactions for a price (and with no other consideration being included)

not more than the initial offering prices thereof stated on the [inside] cover page of this Official Statement. Neither the Authority nor Bond Counsel has made any investigation or offers any assurance that the OID Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each OID Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such OID Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of OID Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of OID Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such OID Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such OID Bonds.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any recently enacted, proposed, pending or future legislation.

MUNICIPAL BOND RATINGS

S&P has assigned a municipal bond rating of “___” to the Bonds. This rating reflects only the views of such rating agency, and an explanation of the significance of any rating may be obtained only from the rating agency furnishing such rating. There is no assurance that any such 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 downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

MUNICIPAL BOND INSURANCE

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: **Schedule 1** (for most recent

certified values available), **Schedule 2, Schedule 3** (top taxpayers for current year only), **Schedules 4 through 6**, and **APPENDIX C: FINANCIAL STATEMENTS OF THE AUTHORITY**. The Authority will update and provide this information within six months after the end of each of its fiscal years ending in or after 2025. The Authority may provide updated information in full text or may incorporate by reference certain other documents on the EMMA System, as permitted by the United States Securities and Exchange Commission (“SEC”) Rule 15c2-12, as amended (the “Rule”).

The updated information will include audited financial statements, if the Authority commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Authority will provide unaudited financial statements for the applicable fiscal year to EMMA within six months after the end of the fiscal year and 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 C 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 fiscal year 2025, 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 terms “obligated person” or “financial obligation” when used in this paragraph shall have the meanings ascribed to them under 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

[During the prior five years, the Authority has complied in all material respects with all of its continuing disclosure obligations 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.

Audited Financial Statements

McCall Gibson Swedlund Barfoot Ellis PLLC, the Authority’s independent auditor, has consented to the inclusion of its opinion and the financial statements of the governmental activities and each major fund of the Authority as of and for the year ended June 30, 2024 as Appendix C to the Official Statement. McCall Gibson Swedlund Barfoot Ellis PLLC has not been engaged to perform and has not performed, since the date of its report included in Appendix C, any procedures

on the financial statements addressed in that report. McCall Gibson Swedlund Barfoot Ellis PLLC also has not performed any procedures relating to this Official Statement.

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 Memorial City Redevelopment Authority.

APPENDIX A
BOUNDARY MAP

APPENDIX B
AERIAL MAP OF THE ZONE

APPENDIX C
FINANCIAL STATEMENTS OF THE AUTHORITY

RESOLUTION AUTHORIZING THE ISSUANCE OF MEMORIAL CITY REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2025; APPROVING CONTRACT DOCUMENTS RELATING TO THE SERIES 2025 BONDS AND CONTAINING OTHER PROVISIONS RELATED THERETO

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MEMORIAL CITY REDEVELOPMENT AUTHORITY (also known as the TIRZ 17 Redevelopment Authority):

ARTICLE I

RECITALS

WHEREAS, by Ordinance No. 1999-759, adopted on July 21, 1999, the City of Houston (the "City") created Reinvestment Zone Number Seventeen, City of Houston, Texas (the "TIRZ") pursuant to Chapter 311, Texas Tax Code, and approved a preliminary project plan for the TIRZ and a preliminary reinvestment zone financing plan for the TIRZ; and

WHEREAS, by Resolution No. 2002-26, adopted on August 14, 2002, the City authorized the creation of the Memorial City Redevelopment Authority (also known as the TIRZ 17 Redevelopment Authority) (the "Authority") to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to, and to provide financing for, the TIRZ; and

WHEREAS, by Ordinance No. 2002-1145, adopted on December 11, 2002, the City approved and on November 22, 2002, the Boards of Directors of the TIRZ and the Authority approved that certain Agreement by and between the City, the TIRZ, and the Authority (the "Tri-Party Agreement"), pursuant to which the City delegated to the Authority the power and authority to issue, sell or deliver its bonds, notes or other obligations in accordance with the terms of the Tri-Party Agreement; and

WHEREAS, by Ordinance No. 2011-729, adopted on August 17, 2011, the City authorized the Authority to issue, sell, or deliver its bonds in an amount not to exceed Fifty-Five Million Dollars (\$55,000,000) outstanding at any one time to be secured by certain moneys paid to the Authority pursuant to the Tri-Party Agreement; and

WHEREAS, the Authority has previously issued its \$17,955,000 Tax Increment Contract Revenue Refunding Bonds, Series 2016 and its \$37,400,000 Tax Increment Contract Revenue and Refunding Bonds, Series 2019 (collectively, the "Outstanding Bonds") and is in the process of issuing its Tax Increment Contract Revenue Bonds, Series 2025 (the "Series 2025 Bonds").

WHEREAS, the Authority currently has a total of \$26,900,000 in bonds outstanding, leaving \$28,100,000 in remaining bond authorization; and

WHEREAS, as permitted by the Act, the Authority desires to issue its Tax Increment Contract Revenue Bonds, Series 2025 upon the terms and conditions and for the purposes herein provided.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1: 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:

The term “Annual Financial Information and Operating Data” shall mean the financial information and operating data with respect the Authority in the final Official Statement authorized by this Resolution in the tables and schedules under the headings “**Schedule 1** (for most recent certified values available), **Schedule 2**, **Schedule 3** (top taxpayers for current year only), **Schedules 4 through 6**, and **APPENDIX C: FINANCIAL STATEMENTS OF THE AUTHORITY**.”

The term “Business Day” shall mean any day which is not a Saturday, Sunday, or a day on which banking institutions in the city where the designated payment office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or a legal holiday.

The term "Closing Date" means the date of the initial delivery of and payment for the Series 2025 Bonds.

The term “Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the Regulations promulgated under the provisions described in (b) and (c).

The term “Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

The term “DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

The term “DTC Participant” shall mean brokers, dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term “EMMA” means the Electronic Municipal Market Access System established by the MSRB.

The term “Financial Obligation” shall have the meaning of such word as used under the Rule.

The term “Indenture” shall mean the Indenture of Trust dated as of January 15, 2008 between the Authority and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee, as amended by the First Amendment to Indenture of Trust dated December 1, 2019, and the Second Amendment to Indenture of Trust, dated May 27, 2025, and as may be further amended from time to time.

The term “Initial Series 2025 Bond” shall mean the Initial Series 2025 Bond authorized by Section 3.4(d).

The term “Interest Payment Date” shall mean, with respect to the Series 2025 Bonds, September 1, 2025, and each March 1 and September 1 thereafter until maturity or prior redemption.

The term “Issuance Date” shall mean the date on which each such Series 2025 Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the Purchaser.

The term “Material” shall have the meaning of such word as used under federal securities laws.

The term “MSRB” means the Municipal Securities Rulemaking Board.

The term “Obligated Person” shall have the meaning of such word as used under the Rule.

The term “Paying Agent/Registrar” shall mean The Bank of New York Mellon Trust Company, N.A., in Houston, Texas, and its successors in that capacity.

The term “Record Date” shall mean, for any Interest Payment Date, the fifteenth (15th) calendar day of the month next preceding each Interest Payment Date.

The term “Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the

Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

The term "Reserve Requirement" means, for the Series 2025 Bonds, fifty percent (50%) of the maximum annual debt service on the Series 2025 Bonds.

The term "Resolution" or "Bond Resolution" shall mean this Resolution Authorizing the issuance of Memorial City Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2025, and all amendments hereof and supplements hereto.

The term "Rule" means SEC Rule 15c2-12, as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

The term "Series 2025 Bond" or "Series 2025 Bonds" shall mean the Authority's Tax Increment Contract Revenue Bonds, Series 2025 authorized by this Resolution.

The term "Series 2025 Debt Service Reserve Fund" means the Debt Service Reserve Fund created and established pursuant to Article IV of the Indenture to be pledged to the payment of the Series 2025 Bonds.

The term "Underwriter" means Wells Fargo Bank National Association, together with and as representative for Stifel Nicolaus & Company, Incorporated.

Section 2.2: Interpretations. 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 titles 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 III

TERMS OF THE SERIES 2025 BONDS

Section 3.1: Amount, Purpose, Authorization. The Series 2025 Bonds shall be issued in fully registered form in the aggregate principal amount not to exceed \$28,100,000, and at an interest rate not to exceed ____% for the purpose of (1) paying Project Costs, (2) paying costs of issuance, and (3) funding the Debt Service Reserve Fund or a Reserve Fund Surety Policy, as applicable, all under and pursuant to the authority of

the Act and all other applicable law. None of the proceeds of the Series 2025 Bonds shall be used for the purpose of paying or otherwise providing for educational facilities.

Any officer or Director of the Board of Directors of the Authority is hereby designated as the “Authorized Representative” of the Authority, and is hereby authorized, appointed, and designated as the officer or employee of the Authority authorized to act on behalf of the Authority, which actions shall be evidenced by a certificate executed by the Authorized Representative (the “Approval Certificate”) in the selling and delivering of the Series 2025 Bonds and carrying out the other procedures specified in this Resolution, including the execution of an appropriate letter of representations if deemed appropriate, the determining and fixing of the date of the Series 2025 Bonds, any additional or different designation or title by which the Series 2025 Bonds shall be known, the principal amount of the Series 2025 Bonds, the price at which the Series 2025 Bonds will be sold, the dates, price and terms upon and at which the Series 2025 Bonds shall be subject to redemption prior to the due date or maturity at the option of the Authority, any mandatory sinking fund redemption revisions, terms relating to municipal bond insurance, and approving modifications to this Resolution and executing such instruments, documents and agreements as may be necessary with respect thereto, and all other matters relating to the issuance, sale and delivery of the Series 2025 Bonds.

Section 3.2: Name, Designation, Date, and Interest Payment Dates. The Series 2025 Bonds shall be designated as the “MEMORIAL CITY REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2025,” shall be issued in fully registered form, without coupons and shall be dated as of the Closing Date (the “Dated Date”).

Section 3.3: Principal Amounts and Interest Rates; Numbers and Denomination. (a) The Series 2025 Bonds shall be initially issued in the principal amounts, mature on the dates, and bear interest at the rates set forth in the Approval Certificate. The Initial Bond shall be numbered IB-1 and the definitive Bond shall be numbered R-1. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in integral multiples of \$5,000 in excess 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.

(b) Interest shall accrue initially from the Date of Delivery of the Bonds and thereafter from and including the Interest Payment Date until the day before the next Interest Payment Date. Interest on the Series 2025 Bonds is payable, semiannually on March 1 and September 1, commencing September 1, 2025, until maturity or prior redemption. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.4: Principal Amounts and Interest Rates; Numbers and Denomination. (a) The Series 2025 Bonds shall be signed by the Chair or any other officer

of the Board and countersigned by the Secretary or any other officer of the Board, by their manual, lithographed, or facsimile signatures. Such facsimile signatures on the Series 2025 Bonds shall have the same effect as if each of the Series 2025 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 Series 2025 Bonds shall cease to be such officer before the authentication of such Series 2025 Bonds or before the delivery of such Series 2025 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 Series 2025 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 Series 2025 Bond delivered on 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 Series 2025 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 Series 2025 Bond, being a single bond representing the entire principal amount of the Series 2025 Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of any officer of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Underwriter or its designee. Upon payment for the Initial Series 2025 Bond, the Paying Agent/Registrar shall cancel the Initial Series 2025 Bond and deliver Series 2025 Bonds to DTC in accordance with Section 3.9.

Section 3.5: Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Series 2025 Bonds. The principal reduction payments of the Series 2025 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, as they respectively become due and payable, whether at maturity or by prior redemption, at the designated office of the Paying Agent/Registrar. The interest on each Series 2025 Bond shall be payable by check 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 Series 2025 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 3.6: Successor Paying Agent/Registrars. The Authority covenants that at all times while any Series 2025 Bonds are Outstanding it will provide a commercial bank, or trust company or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Series 2025 Bonds. The Authority reserves the right to change the Paying Agent/Registrar for the Series 2025 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 Series 2025 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 address 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 3.7: Special Record Date. If interest on any Series 2025 Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days 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, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Series 2025 Bond as of the close of business on the day prior to the mailing of such notice.

Section 3.8: 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 Series 2025 Bond is registered as the absolute Owner of such Series 2025 Bond for the purpose of making and receiving payment of the principal of or interest on such Series 2025 Bond, and for all other purposes, whether or not such Series 2025 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 Series 2025 Bond in accordance with this Section 3.8 shall be valid and effectual and shall discharge

the liability of the Authority and the Paying Agent/Registrar upon such Series 2025 Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Series 2025 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 remitted to the Authority, except to the extent that they are required by law to 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 3.9: Registration, Transfer, and Exchange. So long as any Series 2025 Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Series 2025 Bonds in accordance with the terms of this Resolution.

Each Series 2025 Bond shall be transferable only upon the presentation and surrender thereof at the designated 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 Series 2025 Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, a new Series 2025 Bond or Series 2025 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 Series 2025 Bond or Series 2025 Bonds so presented.

All Series 2025 Bonds shall be exchangeable upon presentation and surrender thereof at the designated office of the Paying Agent/Registrar for a Series 2025 Bond or Series 2025 Bonds of the same maturity, Dated Date, and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Series 2025 Bond or Series 2025 Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Series 2025 Bonds in accordance with the provisions of this Section 3.09. Each Series 2025 Bond delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2025 Bond or Series 2025 Bonds in lieu of which such Series 2025 Bond is delivered.

The Authority or the Paying Agent/Registrar may require the Owner of any Series 2025 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 Series 2025 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 Series 2025 Bond during the period beginning on a Record Date or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Series 2025 Bond called for redemption during the period beginning thirty days prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Series 2025 Bond called for redemption in part.

Section 3.10: Cancellation of Series 2025 Bonds. All Series 2025 Bonds paid or redeemed in accordance with this Resolution, and all Series 2025 Bonds in lieu of which exchange Series 2025 Bonds or replacement Series 2025 Bonds are authenticated and delivered in accordance herewith, shall be cancelled upon the making of proper records regarding such payment or redemption and retained in accordance with the Paying Agent/Registrar's document retention policy. Upon request of the Authority therefore, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of cancellation of such Series 2025 Bonds.

Section 3.11: Mutilated, Lost, or Stolen Series 2025 Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Series 2025 Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Series 2025 Bond of like maturity, Dated 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 Series 2025 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 Series 2025 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 Series 2025 Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Series 2025 Bond of like maturity, Dated 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 Series 2025 Bond;
- (2) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the Authority to save them 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 Series 2025 Bond, a bona fide purchaser of the original Series 2025 Bond in lieu of which such replacement Series 2025 Bond was issued presents for payment such original Series 2025 Bond, the Authority and the Paying Agent/Registrar shall be entitled to recover such replacement Series 2025 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 Series 2025 Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement Series 2025 Bond, authorize the Paying Agent/Registrar to pay such Series 2025 Bond.

Each replacement Series 2025 Bond delivered in accordance with this Section 3.11 shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2025 Bond or Series 2025 Bonds in lieu of which such replacement Series 2025 Bond is delivered.

Section 3.12: Optional and Mandatory Redemption. The Series 2025 Bonds are subject to optional redemption as stated in the Form of Series 2025 Bond. The Series 2025 Bonds may be redeemed only in denominations of \$5,000 or integral multiples of \$5,000 in excess thereof. Notwithstanding any provision hereof to the contrary, the Underwriter will not be required to tender the Series 2025 Bond to receive any redemption payment. Unless waived by the Owner, notice of any redemption identifying the Series 2025 Bonds to be redeemed shall be given as provided in the form of Series 2025 Bond in this Resolution. Any notice given as provided in this Section 3.12 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 Series 2025 Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Series 2025 Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Series 2025 Bonds or portions thereof so redeemed 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 Series 2025 Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Section 3.13: Limited Obligations. THE SERIES 2025 BONDS AND ALL PARITY 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 SERIES 2025 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, 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 IS NOT OBLIGATED TO MAKE PAYMENTS ON THE SERIES 2025 BONDS.

ARTICLE IV

FORM OF SERIES 2025 BONDS AND CERTIFICATES

Section 4.1: Forms. The form of the Series 2025 Bonds, including the form of the Paying Agent/Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Series 2025 Bonds to be initially issued, shall be substantially as follows, with such additions, deletions and variations, as may be necessary or desirable and not prohibited by this Resolution:

(a) Form of Bond

United States of America
State of Texas

Number

Registered

\$ _____
Registered

MEMORIAL CITY REDEVELOPMENT AUTHORITY
TAX INCREMENT CONTRACT REVENUE
BOND, SERIES 2025

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The MEMORIAL CITY REDEVELOPMENT AUTHORITY (the "Authority"), a not-for-profit local government corporation created by the City of Houston (the "City"), in Harris County, in the State of Texas, for value received, promises to pay, but solely from certain Pledged Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Series 2025 Bond at the designated office of the Paying Agent/Registrar (the "Paying Agent/Registrar"), initially, The Bank of New York Mellon Trust Company, N.A., in Houston, Texas, the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Pledged Revenues, interest thereon at the interest rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the date of delivery, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Series 2025 Bond is payable by check on March 1 and September 1, beginning on September 1, 2025, mailed to the Registered Owner as shown on the books of registration kept by the Paying Agent/Registrar as of the fifteenth (15th) calendar day of the month next preceding each interest payment date, or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the Registered Owner.

THE SERIES 2025 BONDS AND ALL PARITY 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 SERIES 2025 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, 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 IS NOT OBLIGATED TO MAKE PAYMENTS ON THE SERIES 2025 BONDS.

THIS SERIES 2025 BOND IS ONE OF A DULY AUTHORIZED SERIES OF SERIES 2025 BONDS aggregating [Refer to Approval Certificate] issued for the purpose of (1) paying Project Costs, (2) paying Costs of Issuance of the Authority, and (3) funding the Series 2025 Debt Service Reserve Fund or Reserve Fund Surety Policy, as applicable, all under and pursuant to the authority of the Act and all other applicable laws, and the Resolution. None of the proceeds of the Series 2025 Bonds shall be used for the purpose of paying or otherwise providing for educational facilities.

THIS SERIES 2025 BOND AND THE SERIES OF WHICH IT IS A PART are limited obligations of the Authority that are together with all other Parity Bonds heretofore or hereafter issued under the Indenture described below, payable from, and are equally and ratably secured by a lien on the Pledged Revenues, which include the Contract Tax Increments, moneys on deposit in the Pledged Revenue Fund, the Debt Service Fund and the Series 2025 Debt Service Reserve Fund, and interest earned on moneys deposited therein, as defined and more fully provided in the Indenture of Trust dated as of January 15, 2008, between the Authority and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee, as amended by the First Amendment to Indenture of Trust dated December 1, 2019, and the Second Amendment to Indenture of Trust, dated May 27, 2025 (collectively, the "Indenture"). This Series 2025 Bond and the series of which it is a part and all other Parity Bonds, together with the interest thereon, are payable solely from such Pledged Revenues. Notwithstanding the above, the Series 2025 Debt Service Reserve Fund shall be pledged only to the Series 2025 Bonds.

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 in part, in integral multiples of \$5,000, on September 1, 20__, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. The Registrar shall select the particular Bonds to be redeemed within any given maturity by lot or other random selection method. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of the Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered. Reference is made to the Resolution for complete details concerning the manner of redeeming the Series 2025 Bonds.

[Refer to Approval Certificate for Term Bond language if applicable]

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 Series 2025 Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar. Such notices shall state the redemption date, the redemption price, the place at which Series 2025 Bonds are to be surrendered for payment and, if less than all Series 2025 Bonds Outstanding of a particular maturity are to be redeemed, the numbers of the Series 2025 Bonds or portions thereof of such maturity to be redeemed. When

Series 2025 Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so 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 SERIES 2025 BOND IS TRANSFERABLE only upon presentation and surrender at the designated 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 SERIES 2025 BOND IS EXCHANGEABLE at the designated office of the Paying Agent/Registrar for Series 2025 Bonds in the principal amount of \$100,000 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 Series 2025 Bond during the period beginning on the fifteenth calendar day of the month next preceding any interest payment date and ending on such interest payment date or to transfer any Series 2025 Bond called for redemption during the 30 day period prior to the redemption date.

THIS SERIES 2025 BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Series 2025 Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE AUTHORITY HAS RESERVED THE RIGHT to issue Additional Parity Bonds, subject to the restrictions contained in the Resolution and the Indenture, which may be equally and ratably payable from, and secured by a lien on and pledge of, the Pledged Revenues in the same manner and to the same extent as this Series 2025 Bond and the series of which it is a part.

IT IS HEREBY DECLARED AND REPRESENTED that this Series 2025 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 Series 2025 Bond have been performed, existed, and been done in accordance with law; that the Series 2025 Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Series 2025 Bond and all of the Parity Bonds by the creation of the aforesaid lien on and pledge of the Pledged Revenues as provided in the Indenture.

IN WITNESS WHEREOF, the Authority has caused this Series 2025 Bond to be executed by the manual or facsimile signatures of the Chair, Vice Chair, Secretary, Assistant Secretary, or any Director.

MEMORIAL CITY REDEVELOPMENT
AUTHORITY

Chair

Secretary

(b) Form of Registration Certificate of Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Series 2025 Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Series 2025 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)

(c) Form of Paying Agent/Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Series 2025 Bond
has been delivered pursuant to the Bond
Resolution described in the text of this
Series 2025 Bond.

_____, as Trustee

By: _____

Authorized Signature

Date of Authentication: _____

(d) 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 Series 2025 Bond and all rights thereunder, and hereby irrevocably constitutes
and appoints _____
attorney to transfer said Series 2025 Bond on the books kept for registration thereof, with
full power of substitution in the premises.

DATED: _____

| | |
|---|---|
| <p>Signature Guaranteed:</p> <p>_____</p> <p>_____</p> <p>NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.</p> | <p>_____</p> <p>_____</p> <p>Registered Owner</p> <p>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.</p> |
|---|---|

(e) The Initial Series 2025 Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alteration:

(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 Series 2025 Bond, the words "on the maturity date specified above," "the principal amount identified 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 September 1 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 schedule in Approval Certificate]

(iii) the Initial Series 2025 Bond shall be numbered IB-1.

Section 4.2: Legal Opinion. 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.

ARTICLE V

ADDITIONAL BONDS

Section 5.1: 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 lien on the Pledged Revenues, on a parity with the Series 2025 Bonds, and any previously issued Additional Parity Bonds; provided, however, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 5.2: 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 the Pledged Revenues that are junior and subordinate 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 VI

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 into this Resolution.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF SERIES 2025 BONDS

Section 7.1: Sale. The officers of the Authority and other appropriate officials and agents 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 issuance and delivery of the Bonds. The Authorized Representative, acting for and on behalf of the Authority, is authorized to arrange for the Bonds to be sold at a negotiated sale to the Underwriter and to enter into and carry out a purchase agreement in substantially the form presented to the Authority (the "Bond Purchase Agreement") with the Underwriter at such price and other matters as shall be set forth therein and, with such changes as are acceptable to the Authorized Representative, provided that the interest rate for the Bonds does not exceed _____ % (using the all in true interest cost method). Upon its execution and delivery, the Bond Purchase Agreement shall constitute a binding and enforceable agreement of the Authority in accordance with its terms. If the procuring of municipal bond insurance is approved by the Authorized Representative, the printing of an appropriate statement of insurance on the Bonds is hereby authorized and any provision relating to municipal bond insurance in the Approval Certificate incorporated herein and shall remain in effect so long as such municipal bonds insurance remains in effect.

To pay the interest coming due on the Series 2025 Bonds on September 1, 2025, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand available for such purpose, an amount adequate to pay such interest, and such amount shall be for no other purpose.

Section 7.2: Application of Proceeds. Proceeds from the sale of the Series 2025 Bonds shall, promptly upon receipt by the Trustee, be applied as follows

- (a) The amount sufficient to fund the Reserve Requirement (unless funded by a Reserve Fund Surety Policy) shall be transferred into the Series 2025 Debt Service Reserve Fund.
- (b) The Debt Service Fund shall be credited with the amount of accrued interest on the Series 2025 Bonds, if any.
- (c) All remaining proceeds from the sale of the Series 2025 Bonds will be deposited into the Project Fund from which the Costs of Issuance of the Series 2025 Bonds will be paid. All remaining proceeds from the sale of the Series 2025 Bonds shall be deposited with the Authority for payment of Project Costs.

ARTICLE VIII

TAX EXEMPTION

Section 8.1: Federal Income Tax Matters.

(a) General. The Authority covenants not to take any action, or omit to take any action within its control, that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Authority covenants to comply with sections 103 and 141 through 150 of the Code, and the provisions set forth in the Federal Tax Certificate executed by the Authority in connection with the Bonds.

(b) No Private Activity Bonds. The Authority covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes any Bond to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The Authority covenants not to take any action, or omit to take any action within its control, that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The Authority covenants not to take any action, or omit to take any action within its control, that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The Authority covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The Authority covenants that, if the Authority does not qualify for an exception to the requirements of section 148(f) of the Code, the Authority will comply with the requirement that certain amounts earned by the Authority on the investment of the gross proceeds of the Bonds be rebated to the United States.

(g) Information Reporting. The Authority covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The Authority covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. The Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Authority will not be required to comply with any of the federal tax covenants set forth above if the Authority has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Resolution, the Authority's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the Authority has not been adopted for a particular project, this Resolution serves as the Authority's official declaration of intent to use proceeds of the Bonds issued in the maximum amount authorized by this Resolution to reimburse itself for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 8.2: Continuing Obligation. Notwithstanding any other provision of this Resolution, the Authority's representations and obligations under the covenants and provisions of this Article VIII shall survive the defeasance and discharge of the Series 2025 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.

Section 8.3: Qualified Tax-Exempt Obligations. The Series 2025 Bonds are NOT Qualified Tax-Exempt Obligations for financial institutions.

ARTICLE IX

CONTINUING DISCLOSURE OF INFORMATION

Section 9.1: Annual Reports. The Authority shall provide annually to EMMA, within six months after the end of each fiscal year of the Authority ending in or after 2025, Annual Financial Information and Operating Data with respect to the Authority. Any financial statements so provided shall be (1) prepared in accordance with the Accounting Principles described in this Resolution and (2) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall provide unaudited financial statements for the applicable fiscal year to EMMA within such six month period, and audited financial statements, if and when the audit report on such statements becomes available.

If the Authority changes its fiscal year, the Authority will notify EMMA of the change (and of 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) available to the public on the MSRB's internet website or filed with the SEC

All documents provided to EMMA by the Authority pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

The Authority shall notify EMMA, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with this section by the time required by this section.

Section 9.2: Event Notices. The Authority shall notify EMMA, in a timely manner, not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Series 2025 Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if Material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. 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 Series 2025 Bonds, or other Material events affecting the tax status of the Series 2025 Bonds;
- G. Modifications to rights of holders of the Series 2025 Bonds, if Material;
 - H. Bond calls, if Material, and tender offers;
 - I. Defeasances;
 - J. Release, substitution, or sale of property securing repayment of the Series 2025 Bonds, if Material;
 - K. Rating changes;
 - L. Bankruptcy, insolvency, receivership or similar event of the Authority or other Obligated Person;
 - M. Consummation of a merger, consolidation, or acquisition involving the Authority or other Obligated Person or the sale of all or substantially all of the assets of the Authority or other Obligated Person, 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;
 - N. Incurrence of a Financial Obligation of the Authority or other Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority or other Obligated Person, any of which affect Beneficial Owners of the Bonds, if Material;
 - O. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority or other Obligated Person, any of which reflect financial difficulties; and
 - P. Appointment of a successor or additional trustee or the change of name of a trustee, if Material.

Section 9.3: 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 Series 2025 Bonds, except that the Authority in any event will give the notice required by subsection (b) of this Section of any Bond calls and defeasance that cause the Authority to be no longer such an Obligated Person.

The provisions of this Section are for the sole benefit of Owners and beneficial owners of the Series 2025 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 OWNER 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 constitute 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, status, or type of operations of the Authority, but only if the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the original primary offering of the Series 2025 Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or a Person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Series 2025 Bonds. If the Authority so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Series 2025 Bonds.

AUTHORIZATION AND CONFIRMATION OF AGREEMENTS

The Board hereby approves issuance of the Series 2025 Bonds and all reasonable agreements necessary in connection with the issuance of the Series 2025 Bonds, including without limitation the following: the Paying Agent/Registrar Agreement by and between the Authority and The Bank of New York Mellon Trust Company, N.A.; the Bond Purchase Agreement by and between the Authority and the Underwriter; the Preliminary Official Statement; the Approval Certificate; the preparation of the Final Official Statement reflecting the terms and provisions of this Resolution and the Approval Certificate; the purchase of the Debt Service Reserve Surety Fund Policy, if any; the Second Amendment to the Indenture of Trust; and any and all other documents and agreements reasonable and necessary to issue the Series 2025 Bonds (collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

ARTICLE XI

MISCELLANEOUS

Section 11.1: Further Proceedings. The Directors of the Board of Directors and other appropriate officials of the Authority are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 11.2: 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 11.3: 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 11.4: 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, the Trustee and the Owners of the Series 2025 Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, 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, the Trustee and the Owners of the Series 2025 Bonds.

Section 11.5: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 11.6: Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chair, Vice Chair, Secretary, Assistant Secretary or any Director of the Authority.

Section 11.7: Texas Attorney General Approval. It is hereby determined that the Chair, Vice Chair, Secretary, Assistant Secretary or any Director of the Board and all other appropriate officers and agents of the Authority are hereby authorized to initiate an action under Chapter 1205, Texas Government Code, as amended, to obtain a declaratory judgment as deemed necessary and appropriate in connection with the issuance of the Bonds. The Board shall be authorized to engage on behalf of the Authority, and on terms and conditions deemed reasonable and appropriate, such legal counsel and other consultants in connection with such action. The Board and Bond Counsel for the Authority are directed to provide such assistance as may be reasonably required in connection with such action

[Execution Page Follows]

PASSED AND APPROVED this 27th day of May, 2025.

By: _____
Chair, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Memorial City Redevelopment Authority (the "Authority"), do hereby certify as follows:

1. The Board of Directors of the Authority convened in regular session on the 27th day of May, 2025, at the regular meeting place of the Authority; and the roll was called of the duly constituted officers and members of said Board, to-wit:

| | |
|-------------------|---------------------|
| Ann T. Givens | Chair |
| John Rickel | Vice Chair |
| David Durham | Secretary |
| Zachary R. Hodges | Assistant Secretary |
| Andy Iversen | Director |
| Brad Freels | Director |
| Dan Moody III | Director |

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

RESOLUTION AUTHORIZING THE ISSUANCE OF MEMORIAL CITY
REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT
REVENUE BONDS, SERIES 2025; APPROVING CONTRACT
DOCUMENTS RELATING TO THE SERIES 2025 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 unanimously.

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 Chapter 551, Texas Government Code.

SIGNED the 27th day of May, 2025.

Secretary, Board of Directors

RESOLUTION OF REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS, APPROVING THE ADOPTION OF A RESOLUTION AUTHORIZING THE ISSUANCE OF MEMORIAL CITY REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2025; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED THERETO.

WHEREAS, by Ordinance No. 1999-759, adopted on July 21, 1999, the City of Houston (the "City") created Reinvestment Zone Number Seventeen, City of Houston, Texas (the "TIRZ") pursuant to Chapter 311, Texas Tax Code (the "Act"), and approved a preliminary project plan for the TIRZ and a preliminary reinvestment zone financing plan for the TIRZ; and

WHEREAS, by Resolution No. 2002-26, adopted on August 14, 2002, the City authorized the creation of the Memorial City Redevelopment Authority (also known as the TIRZ 17 Redevelopment Authority) (the "Authority") 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 the areas described in Ordinance No. 1999-759; and

WHEREAS, by Ordinance No. 2002-1145, adopted on December 11, 2002, the City approved that certain Agreement by and between the City, the TIRZ, and the Authority (the "Tri-Party Agreement"), pursuant to which the City and the TIRZ contracted with the Authority to administer the TIRZ, including, but not limited to, the power to issue, sell or deliver its bonds, notes or other obligations in accordance with the terms of the Tri-Party Agreement; and

WHEREAS, by Ordinance No. 2011-729, adopted on August 17, 2011, the City authorized the Authority to issue, sell, or deliver its bonds in an amount not to exceed Fifty Five Million Dollars (\$55,000,000) outstanding at any one time to be secured by certain moneys paid to the Authority pursuant to the Tri-Party Agreement; and

WHEREAS, the Authority has previously issued its \$17,955,000 Tax Increment Contract Revenue Refunding Bonds, Series 2016 and its \$37,400,000 Tax Increment Contract Revenue and Refunding Bonds, Series 2019 (collectively, the "Outstanding Bonds") and is in the process of issuing its Tax Increment Contract Revenue Bonds, Series 2025 (the "Series 2025 Bonds"); and

WHEREAS, the Authority desires to issue its Tax Increment Contract Bonds, Series 2025 (the "Series 2025 Bonds") in fully registered form in the aggregate principal amount not to exceed \$28,100,000, and at an interest rate not to exceed ____% for the purpose of (1) paying Project Costs, (2) paying costs of issuance, and (3) funding the Debt Service

Reserve Fund or a Reserve Fund Surety Policy, as applicable, all under and pursuant to the authority of the Act and all other applicable law

WHEREAS, the Authority currently has a total of \$26,900,000 in bonds outstanding, leaving \$28,100,000 in remaining bond authorization; and

WHEREAS, none of the proceeds of the Series 2025 Bonds shall be used for the purpose of paying or otherwise providing for educational facilities; and

WHEREAS, the Board of Directors of the TIRZ desires to approve the issuance of the Authority's Tax Increment Contract Revenue Bonds, Series 2025; Now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER SEVENTEEN, 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 of Directors of Reinvestment Zone Number Seventeen, City of Houston, Texas (the "Board") and made a part hereof for all purposes.

Section 2. Approval of Project and Expenditures; Authorization of Agreements. The Board hereby approves issuance of the Series 2025 Bonds and all reasonable agreements necessary in connection with the issuance of the Series 2025 Bonds, including without limitation the following: the Bond Purchase Agreement; the Paying Agent/Registrar Agreement by and between the Authority and The Bank of New York Mellon Trust Company, N.A., Houston, Texas; and any and all other documents and agreements reasonable and necessary to issue the Series 2025 Bonds (collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

Section 3. Approval of Bond Resolution. The TIRZ hereby approves the Authority's Resolution Authorizing the Issuance of the Memorial City Redevelopment Authority Tax Increment Contract Revenue Bonds, Series 2025, a copy of which is attached hereto as Exhibit "A," which Resolution was presented to the Board on May 27, 2025, and hereby approves said Resolution and the issuance of the Series 2025 Bonds described therein.

Section 4. Prior Actions. The Board hereby adopts, approves and ratifies all prior actions of the Board and the TIRZ relating to the creation, organization, operation and financing of the TIRZ and the Authority, particularly the approval and adoption of the resolutions, agreements, certificates and other documents contained in the transcript

of proceedings provided to the Attorney General of the State of Texas in conjunction with the issuance of the Series 2025 Bonds.

Section 5. Further Actions. The Chair, Vice Chair, Secretary, and any Director of the TIRZ 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 6. 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 7. Repeal of Conflicting Resolutions. All Resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict only.

DULY PASSED by majority vote of all members of the Board of Directors of Reinvestment Zone Number Seventeen, City of Houston, Texas on the 27th day of May, 2025.

REINVESTMENT ZONE NUMBER
SEVENTEEN, CITY OF HOUSTON,
TEXAS

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Reinvestment Zone Number 17, City of Houston, Texas, hereby certify as follows:

1. The Board of Directors of Reinvestment Zone Number Seventeen, City of Houston, Texas, convened in regular session on the 27th day of May, 2025, inside the boundaries of the Zone, and the roll was called of the members of the Board:

| | |
|-------------------|---------------------|
| Ann T. Givens | Chair |
| John Rickel | Vice Chair |
| David Durham | Secretary |
| Zachary R. Hodges | Assistant Secretary |
| Andy Iversen | Director |
| Brad Freels | Director |
| Dan Moody III | Director |

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

RESOLUTION OF REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS APPROVING THE ADOPTION OF A RESOLUTION AUTHORIZING THE ISSUANCE OF MEMORIAL CITY REDEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, SERIES 2025; MAKING VARIOUS FINDINGS AND 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 unanimously.

2. 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; the action approving the resolution has been duly recorded in the Board's minutes of the meeting; 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; 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; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED the 27th day of May, 2025.

Secretary, Board of Directors

SECOND AMENDMENT TO INDENTURE OF TRUST

By and Between

MEMORIAL CITY REDEVELOPMENT AUTHORITY

the “Authority”

and

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION

as “Trustee”

DATED AS OF May 27, 2025

SECOND AMENDMENT TO INDENTURE OF TRUST

THIS SECOND AMENDMENT TO INDENTURE OF TRUST, dated as of May 27, 2025 (the “Second Amendment”), is made by and between MEMORIAL CITY REDEVELOPMENT AUTHORITY, a not-for-profit local government corporation organized under Chapter 431, Texas Transportation Code, and existing under the laws of the State of Texas (also known as the TIRZ 17 Redevelopment Authority) (the “Authority”), and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as successor Trustee (together with any successor trustee hereunder, the “Trustee”).

WHEREAS, the Authority and the Trustee previously entered into that Indenture of Trust dated January 15, 2008 (the “2008 Indenture of Trust”) and the First Amendment to Indenture of Trust dated December 1, 2019 (the “First Amendment”) (collectively, the “Indenture”); and

WHEREAS, the Authority has previously issued its \$9,400,000 Tax Increment Contract Revenue Refunding Bonds, Series 2011, \$30,600,000 Tax Increment Contract Revenue Bonds, Series 2011A, \$17,955,000 Tax Increment Contract Revenue Refunding Bonds, Series 2016, \$37,400,000 Tax Increment Contract Revenue and Refunding Bonds, Series 2019, and is in the process of issuing its Tax Increment Contract Revenue Bonds, Series 2025; and

WHEREAS, Wells Fargo Bank, N.A. sold substantially all of its corporate trust business, to COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION in 2021 and formally transferred its roles under the Indenture to COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION as of September 1, 2023. As such, COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION is the successor Trustee under the Indenture, as amended; and

WHEREAS, the Authority wishes to amend the Indenture as provided herein to include certain statutory verifications; and

WHEREAS, the Authority wishes to amend the Indenture as provided herein to clarify that COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION is the successor Trustee pursuant to Section 8.10 of the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the consent of the owners is not required for such amendment; and

NOW, THEREFORE, in consideration of the premises stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Trustee do hereby mutually agree as follows:

AGREEMENT

Section 1. Statutory Verifications.

(a). Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Trustee verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Trustee, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

(b). Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Trustee represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Trustee, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code, as amended.

(c). No Boycott of Energy Companies. Pursuant to Chapter 2276 of the Texas Government Code, as amended, at the time of execution of this Agreement, the Trustee does not boycott and will not boycott energy companies. The term “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001 of the Texas Government Code, as amended.

(d). No Discrimination Against Firearm Entities. Pursuant to Chapter 2274 of the Texas Government Code, as amended, at the time of execution of the Agreement, the Trustee does not have and will not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. The term “discriminates against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code, as amended.

(e). Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Agreement until the statute of limitations has run.

Section 2. Successor Trustee. The sale of the corporate trust services of Wells Fargo Bank, N.A. to COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION (“Computershare”) closed on November 1, 2021, and virtually all corporate trust services, employees of Well Fargo Bank, N.A., along with most existing corporate trust services, systems, technology, and offices transferred to Computershare as part of the sale. On September 1, 2023, Well Fargo Bank, N.A. formally transferred its roles under this Indenture to Computershare. Accordingly, pursuant to Section 8.10 of this Indenture, Computershare is the successor Trustee and is fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor Trustee under this Indenture.

Section 3. Continuing Force and Effect. The Indenture, as amended by this Second Amendment, shall remain in full force and effect.

Section 4. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5. Severability. The invalidity or unenforceability of any one or more phases, sentences, clauses or sections contained in this Second Amendment shall not affect the validity or enforceability of the remaining portions of this Second Amendment, or any part hereof.

Section 6. Effectiveness. This Second Amendment shall become effective when executed and delivered by the Authority and the Trustee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Second Amendment to be signed, sealed and attested on their behalf by their duly authorized representatives, as of the date Second hereinabove written.

MEMORIAL CITY REDEVELOPMENT
AUTHORITY

Chair

ATTEST:

Secretary

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, Trustee

By:_____

Title:_____
Trustee

ATTEST:

By:_____

Title:_____

CERTIFICATE REGARDING PROVISION OF FINANCIAL ADVICE

We, the undersigned Chair and Secretary, respectively, of the Board of Directors of Memorial City Redevelopment Authority (the “Authority”), do hereby execute and deliver this certificate for the benefit of all persons interested in the Authority’s Tax Increment Contract Revenue Bonds, Series 2025 (the “Bonds”). We certify the following:

1. That Allen Boone Humphries Robinson LLP has not provided financial advice to the Board of Directors of the Authority concerning the issuance of the Bonds, investments of proceeds of the Bonds, or any escrow investments, derivatives, or guaranteed investment contracts related to the Bonds.

2. That the Board of Directors of the Authority has relied solely on its municipal advisor, Masterson Advisors LLC, for financial advice concerning the issuance of the Bonds, investments of proceeds of the Bonds, and any escrow investments, derivatives, and guaranteed investment contracts related to the Bonds.

[Signature Page Follows]

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE AUTHORITY on
this 27th day of May, 2025.

Chair, Board of Directors
Memorial City Redevelopment Authority

Secretary, Board of Directors
Memorial City Redevelopment Authority

(SEAL)

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

9. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; and pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
10. Reconvene in Open Session and authorize appropriate actions regarding purchase, exchange, lease or value of real property; and consultation with attorney.