SECOND AMENDMENT OF THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Second Amendment of The Northline PUD Development and Reimbursement Agreement (this "**Amendment**") is made, entered into, and effective as of the Effective Date**,** as defined below, by and among the CITY OF LEANDER, TEXAS, a home rule municipality (the "**City**"); the LEANDER DEVELOPMENT AUTHORITY, a non-profit corporation formed pursuant to *Subchapter D, Chapter 431, Texas Transportation Code,* and the *City Charter* of the City of Leander (the **"Authority"); TAX INCREMENT** REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* (the "**Zone**"); and NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership (the "**Developer**")**.**

WHEREAS, the City executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Account by the Authority to reimburse the Developer for The Northine PUD Project Costs; and (3) to hold the rights and obligatons expressly set forth herein as rights and obligations fo the Zone; and

WHEREAS, Developer is the successor-in-interest of AREA LEANDER 1, LP, a Texas limited partnership (the "**Original Developer**"), having received an assignment of all of the Original Developer's right, title, and interest in and to all amounts, payments and credits due and payable to the Original Developer under the Agreement (as defined below) with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 2, 2022, and recorded under Document No. 2022069984 in the Official Public Records of Williamson County, Texas, from Northline Leander Development Company, LLC, a Texas limited partnership, which received an assignment of all of the Original Developer's right, title, and interest in and to all amounts, payments and credits due and payable to the Original Developer under the Agreement with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 11, 2019, and recorded under Document No. 2019056973 in the Official Public Records of Williamson County, Texas.

Section 1. DEFINITIONS. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified in this Amendment, have the same definitions and meanings as provided in the Agreement.

Section 2. DEVELOPMENT AND REIMBURSEMENT AGREEMENT CONTROLLING. The terms, conditions, and provisions of The Northline PUD Development and Reimbursement Agreement dated effective August 28, 2018, by and among the City, the Authority, the Zone, and AREA LEANDER 1, LP (the "**Original Agreement**"), as amended by Amendment of The Northline PUD Development and Reimbursement Agreement dated effective August 5, 2021, recorded under Document No. 2021122114 of the Official Public Records of Williamson County, Texas (the "**First Amendment**") shall be and remain in full force and effect for all purposes, save and except as amended and modified below. The Original Agreement, as amended by the First Amendment and by this Amendment, is hereby referred to as the "**Agreement**."

Section 3. LIMITED PURPOSES OF AMENDMENT. The purposes of this Amendment are to amend the Original Agreement to provide that The Northline PUD Projects be amended to reduce the Northline PUD Projects eligible for reimbursement, to extend the time to satisfy the development requirement conditions for the continued right to receive reimbursements, and to confirm and clarify that the boundaries of the Property (as defined in the Agreement) has not been changed as the result of the removal of approximately 16.08 acres of the Property from the boundaries of The Northline PUD.

Section 4. BENEFITS; CONSIDERATION. The Developer will benefit from having additional time to satisfy the development requirements for the continued right to receive reimbursements as the result of various changes in the market that have occurred since the date of the Agreement. The Authority, the Zone, and the City will benefit from the elimination of certain of The Northline PUD Projects that will reduce the Maximum Reimbursement Amount and allow the full development of the Property within the TODD PUD as originally contemplated that will increase the enhancement of land values of the Property and the resulting tax revenues that the City and the County will realize. The consideration for this Amendment are the foregoing benefits to the Parties, the mutual covenants, agreements, and promises set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Section 5. AMENDMENTS OF AGREEMENT. Accordingly, the Parties agree that effective as of _____, 2024, the Original Agreement is amended as follows:

5.1 The Northline PUD Projects.

(a) The projects and improvements identified and depicted on **Exhibit A** attached to this Amendment and made a part hereof (the "**Removed Projects**") shall be removed and eliminated as part of The Northline PUD Projects for which the Developer will be eligible for reimbursement. The definition of The Northline PUD Projects, the Transportation Projects, the Designed Enhancement Projects, the Drainage Projects, the Water Projects, the Sewer Projects, the Gas Line Projects, and the Electric Utility Projects, are each hereby amended to delete the Removed Projects, or the applicable portions thereof.

(b) The Estimated Costs for each category of The Northline Projects after the deletion of the Removed Projects are as set forth on **Exhibit B** attached to this Agreement.

All references in the Agreement to "Exhibit B" shall mean and refer to **Exhibit B** attached hereto.

(c) Section 2.24 of the Agreement is hereby amended to provide that the "Maximum Reimbursement Amount" shall mean the lesser of (1) the actual costs to design, construct, and install The Northline PUD Projects, or (2) $26,661,424.18, reduced as provided in Section 2.24 of the Agreement.

(d) The Developer acknowledges and agrees that the Board will recommend approval of and the City Council will approve an amendment to the Project removing the Removed Projects from the Project Plan.

5.2 Termination of Reimbursement Obligation. Section 5.6(a)(3) of the Agreement is amended in its entirety to read as follows:

It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before August 27, 2023; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before August 27, 2026; or (c) if applications for site plans and/or building permits for not less than 300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within the entirety of the 115.7076-acre Property have not been filed on or before August 27, 2029 (unless St. David's Hospital has commenced construction of the first phase of its hospital across San Gabriel Parkway from the Property by the end of 2025 and a Hotel project within the Property has provided applications for a site plan and/or building permit by July 1, 2028, in which case this requirement must be satisfied by August 27, 2028); or (d) if Certificates of Occupancy for not less than 300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within the entirety of the 115.7076-acre Property have not been issued on or before February 27, 2031 (unless St. David's Hospital has commenced construction of the first phase of its hospital across San Gabriel Parkway from the Property by the end of 2025 and a Hotel project within the Property has provided applications for a site plan and/or building permit by July 1, 2028, in which case this requirement must be satisfied by February 27, 2030). It is expressly agreed that the obligation of the City, Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund to reimburse the costs of the Subsequent Phases Projects shall terminate (a) if applications for site plans and/or building permits for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the 115.7076-acre Property have not been filed with the City on or before December 31, 2031; or (b) if Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property have not been issued on or before December 31, 2031; provided if the term of

the TIRZ is extended beyond the current expiration on December 31, 2031, then the date by which Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property must be issued shall be extended to August 31, 2033. The term non-residential uses does not include multi-family uses.

5.3 The Property. The definitions of the "Property, " the "City Tax Increment Reciepts," and the "County Tax Increment Reciepts" in the Agreement shall not be changed or modified as the result of the removal of approximately 16.08 acres from the boundaries of The Northline PUD, and all references to the "Property" shall continue to mean and refer to the approximately 115.7076 acres described on Exhibit A attached to the Original Agreement.

5.4 Deposits and Payments After Termination. Notwithstanding anything contained in this Agreement to the contrary, the obligation to make deposits of the City Tax Increment Receipts and the County Tax Increment Receipts for the calendar year 2031 into the Northline PUD Project Payment Account and to make the reimbursements to the Developer under this Agreement from such Tax Increment Funds shall continue after the termination of this Agreement for any reason other than termination in accordance with Section 5.6(a)(3) of the Agreement.

Section 6. Miscellaneous.

6.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

6.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

6.3 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

6.4 Anti-Boycott Provision. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (b) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

[separate signature pages follow]

EXECUTED as of this _____ day of _____, 2024, and effective upon execution by all Parties (the "**Effective Date**").

LEANDER DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2024, personally appeared _____, _____, on behalf of the Leander Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

_____
Notary Public - State of Texas

NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership

By: NLDC GP, LLC, a Texas limited liability company, General Partner

By: Tynberg, LLC, a Texas limited liability company, Manager

By: _____
Alex Tynberg, Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Alex Tynberg, as Manager of Tynberg, LLC, a Texas limited liability company, on behalf of said limited liability company as Manager of NLDC GP, LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of NORTHLINE LEANDER DEVELOPMENT COMPANY LP, a Texas limited partnership, on behalf of said limited partnership.

_____
NOTARY PUBLIC, State of Texas

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

ATTEST:

_____
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

_____
Paige Saenz, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2024, personally appeared Christine DeLisle, Mayor, on behalf of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

_____
Notary Public - State of Texas

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2024, personally appeared _____, _____, on behalf of the Reinvestment Zone Number One, City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

_____
Notary Public - State of Texas

EXHIBIT A

REMOVED PROJECTS

The following is a general description of the projects to be removed from The Northline PUD Projects

1. The street, sidewalks, traffic infrastructure, street lighting, and street trees and landscaping, sidewalk amenities, and related improvements for Doctor Miller Street, which is depicted on **Exhibit A-1** attached hereto.

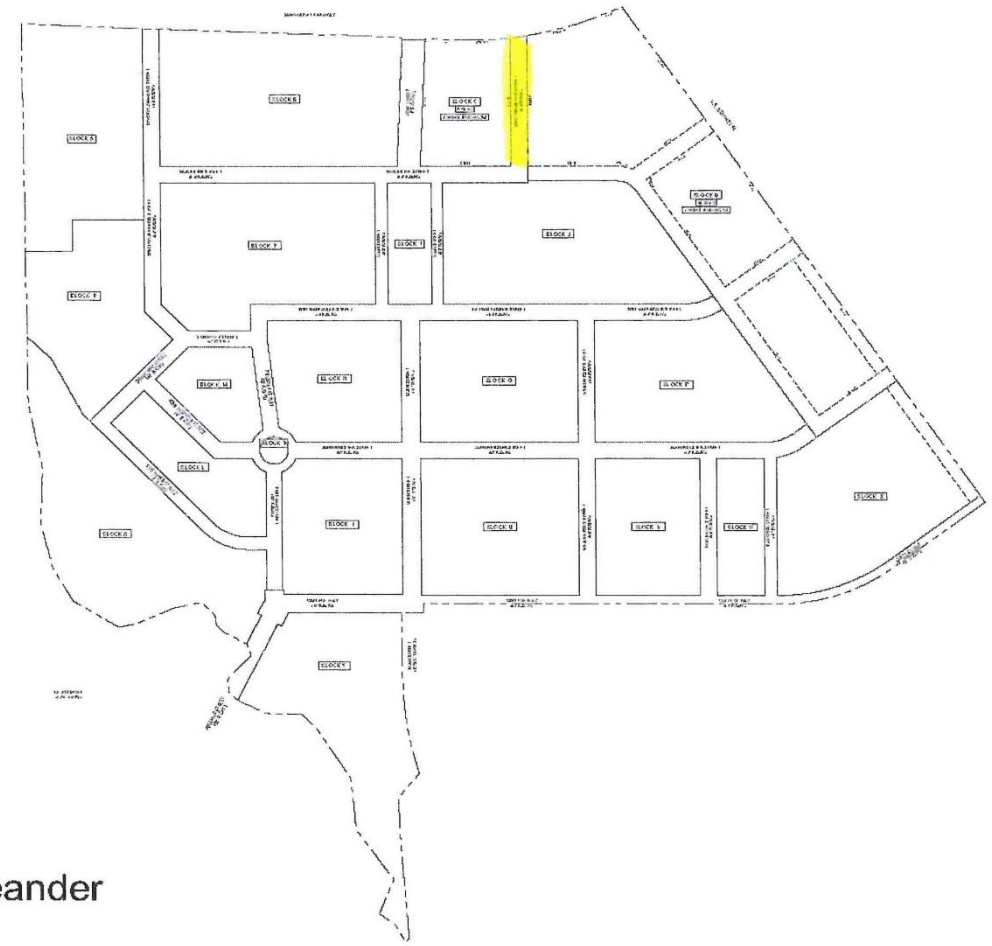
2. The drainage lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.

3. Water lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.

4. Wastewater lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.

5. Natural gas and electric lines, systems, equipment and related facilities located within the right-of-way of Doctor Miller Street.

Exhibit A-1



Northline Leander

Leander, Texas
August 2024

Kimley»Horn
16514 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512.418.1771
State of Texas Registration No. F-928

EXHIBIT B

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS*

		NAME	*ESTIMATED COST*
1.	**WATER PROJECTS****		
	A.	Water lines and systems	**TOTAL $4,104,714.48**
2.	**SEWER PROJECTS**		
	A.	Wastewater lines and systems	**TOTAL $1,761,431.73**
3.	**DESIGN ENHANCEMENT PROJECTS**		
	A.	Town Square and other Civic Spaces	**TOTAL $350,000.00**
4.	**GAS LINE PROJECTS**		
	A.	Lines and system	**TOTAL $ 1,091,282.00**
5.	**ELECTRIC UTILITY AND TELECOM PROJECTS**		
	A.	Electrical lines and system	**TOTAL $ 5,695,960.19**
6.	**TRANSPORTATION PROJECTS**		
	A.	Streets	$3,531,634.70
	B.	Traffic Infrastructure	$ 522,736.00
	C.	Sidewalks	$ 2,242,558.00
	D.	Street Trees and Landscaping	$ 2,522,877.00
	E.	Sidewalk Amenities	$ 911,039.00
	F.	Street Lighting	$ 1,331,519.00
		TOTAL	**$11,062,393.70**
7.	**DRAINAGE PROJECTS**		
	A.	Drainage and Water Quality Infrastructure	**TOTAL $2,595,642.08**

NORTHLINE PUD PROJECTS TOTAL $26,661,394.18

* All costs shown are estimates and subject to change based upon the bidding process.
** Water Costs include Reclaimed Water. The Reclaimed Water subtotal is $1,450,000.00, including $250,000.00 of the cost to extend offsite reclaimed waterinfrastructure from the City's Wastewater Treatment Facility to the Northline site.