



Section 1. Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this First Supplement are hereby adopted, restated and made a part of the operative provisions hereof. Any capitalized terms not defined in the recitals to this First Supplement shall have the meanings ascribed thereto in the Original Agreement.

Section 2. Use of Additional Sales Tax.

(a) The Corporation agrees to transfer \$928,647 in proceeds from the Additional Sales Tax to the City on or before September 1, 2022 for the purpose of paying the principal of and interest due on the Series 2017 Certificate on the Redemption Date.

(b) Following the transfer of the proceeds of the Additional Sales Tax in the manner described in subsection 2(a), above, the Corporations obligations with respect to the payment of debt service on the Series 2017 Certificate under Section 1.04 of the Original Agreement shall be considered discharged.

Section 3. Original Agreement to Remain in Effect. Except with respect to the modification in the timing of the payment of the principal of and interest on the Series 2017 Certificate, the Original Agreement shall remain in full force and effect. Nothing in this First Supplement shall modify the obligations of the Corporation to make payments on other obligations payable under the Original Agreement.

Section 4. Multiple Counterparts. This First Supplement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 5. Governing Law. This First Supplement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6. Severability. The provisions of this First Supplement are severable, and if any provision or part of this First Supplement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this First Supplement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]

EXECUTED in multiple counterparts as of the date first written above.

CITY OF DEER PARK, TEXAS

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Secretary

DEER PARK COMMUNITY  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

*Signature Page to First Supplement to Agreement Regarding the Construction of Improvements*