

EXHIBIT

"A"

Unique Control Number: 20191106-11

AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE [LOT 1, BLOCK A, SIENA C STORE]

THIS AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE [LOT 1, BLOCK A, SIENA C STORE] (this "Agreement") is entered into effective as of the Effective Date (defined below), by and among SIENA MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("District No. 1"), SIENA MUNICIPAL UTILITY DISTRICT NO. 2, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("District No. 2" and, collectively with District No. 1, the "Districts"), ARZ PARTNERS, LLC, a Texas limited liability company ("ARZ"), the CITY OF ROUND ROCK, TEXAS, a home rule municipality located in Williamson County, Texas (the "City"), and SIENA NORTH DEVCO, INC., a Texas corporation ("Developer"). Developer is entering into this Agreement for the sole purpose of being obligated to pay the Capacity Charge (defined below) under Section 2.C of this Agreement. District No. 1, District No. 2, ARZ, the City, and Developer are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

A. District No. 1 purchases and receives wholesale wastewater service from the City pursuant to the Wholesale Wastewater Agreement dated June 27, 2013 between District No. 1 and the City (the "District No. 1 Wholesale Agreement") and District No. 2 purchases and receives wholesale wastewater service from the City pursuant to the Wholesale Wastewater Agreement dated June 27, 2013 between District No. 2 and the City (the "District No. 2 Wholesale Agreement") and, collectively with the District No. 1 Wholesale Agreement, the "Wholesale Agreements").

B. ARZ has developed approximately 2.00 acres of property adjacent to the Districts, known as Lot 1, Block A, Siena C Store, a subdivision in Williamson County, Texas according to the map or plat recorded as Document No. 2017075514 of the Official Public Records of Williamson County, Texas (the "Property"), with a 10,000 square foot building containing retail sales and service and gas station commercial uses (the "Gas Station Project"). The City has determined that 5 living unit equivalents ("LUEs") of wastewater capacity in the City's wastewater system are available for use by ARZ to serve the Gas Station Project on the Property. However, because the City does not have existing wastewater lines in the area to which the Property could readily connect, ARZ has requested to use the Districts' wastewater systems on a pass-through basis in order to obtain retail wastewater service from the City to the Property.

C. The Parties desire to enter into this Agreement to set forth the terms and conditions on which the City and ARZ may utilize the Districts' wastewater systems to provide wastewater service to the Property on a pass-through basis.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Parties contract and agree as follows:

Section 1. Recitals. The above and foregoing recitals are incorporated herein by reference.

Section 2. Pass-Through Wastewater Service.

A. Authorization of Pass-Through Service. Subject to the terms and conditions of this Agreement, the City may connect a wastewater line owned by ARZ (the "ARZ Wastewater Line") to the Districts' wastewater lines (the "District Wastewater Lines") and wastewater collection systems at the point of connection identified as the "C-Store Connection Point" on Exhibit "A" attached hereto (the "District Wastewater Point of Connection") to allow the City to provide up to 5 LUEs of retail wastewater service to the Property for the Gas Station Project using the Districts' wastewater systems on a pass-through basis. The Districts have reviewed their current capacity and have determined that they have the wastewater capacity to allow 5 LUEs of wastewater to pass from the Property through their wastewater lines to the City's wastewater system in accordance with this Agreement.

B. Limitations and other Conditions of Service.

1. Notwithstanding anything else in this Agreement to the contrary, in no event will the City or ARZ, without the prior written consent of the Districts, deliver through the Districts' wastewater collection system more than 5 LUEs of wastewater from the Property measured at the District Wastewater Point of Connection.

2. District No. 1 has and will continue to have its guaranteed reservation and commitment of 2,556 LUEs of wastewater capacity from the City under the District No. 1 Wholesale Agreement and District No. 2 has and will continue to have its guaranteed reservation and commitment of 2,556 LUEs of wastewater capacity from the City under the District No. 2 Wholesale Agreement. None of the LUEs of capacity guaranteed and reserved to the Districts under the Wholesale Agreements will be utilized to serve the Property under this Agreement. Instead, the City is committing 5 LUEs of wastewater capacity directly to the Property and will simply be using the Districts' wastewater systems to provide retail wastewater service to the Property on a pass-through basis.

3. To the extent that ARZ desires to make additional improvements to the Property that would impact wastewater generation, ARZ will submit all plans and specifications for such additional improvements to the Districts prior to construction of such additional improvements so that the Districts may confirm that wastewater generated from such additional improvements will not exceed the maximum limits set forth in this Agreement. Each submission will include an engineer's calculation of LUEs of wastewater service proposed and the peak wet weather wastewater flows that will be generated by the additional improvements, and such calculation will be subject to confirmation and approval by the Districts. Further, within ten days after approval by the applicable governmental authority, ARZ will provide the Districts with copies of all approved site plans, and amendments thereto. ARZ will be solely responsible for the cost of any infrastructure improvements to ARZ's or the City's wastewater systems that are necessary to enable the City to provide retail wastewater service to the additional improvements constructed on the Property (the "ARZ Wastewater Facilities") and ARZ will, at its sole cost and expense, operate and maintain the ARZ Wastewater Facilities in compliance with all applicable rules and regulations.

4. **THE DISTRICTS WILL HAVE NO LIABILITY OF ANY KIND OR NATURE WITH RESPECT TO THE ARZ WASTEWATER FACILITIES, AND ARZ WILL INDEMNIFY, DEFEND, AND HOLD THE DISTRICTS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), SUITS, ACTIONS, LEGAL, OR ADMINISTRATIVE PROCEEDINGS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, OR CLAIMS OF ANY KIND OR NATURE (COLLECTIVELY, "COSTS") THAT ARISE BECAUSE OF OR IN CONNECTION WITH THE USE, OPERATION, OR MAINTENANCE OF THE ARZ WASTEWATER FACILITIES. SUCH OBLIGATION APPLIES WHETHER ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICTS CAUSED THE LOSS IN WHOLE OR IN PART; PROVIDED HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN THE DISTRICTS AND ARZ, ARZ'S OBLIGATIONS HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE DISTRICTS.**

5. ARZ and the City will be responsible for ensuring that all discharges of industrial waste from the Property comply with federal, state, and municipal requirements regarding pretreatment and monitoring of industrial waste and other prohibited waste. Any compliance or enforcement efforts or pretreatment requirements will be established and monitored by the City in accordance with the City's ordinances; however, the Districts will be entitled to inspect the facilities constructed to serve the Property and the connections at the District Wastewater Point of Connection and to test the wastewater received at the District Wastewater Point of Connection. If any test reflects that any wastewater other than domestic wastewater is being received at the District Wastewater Point of Connection, pretreatment of such wastewater will be required, in accordance with the City's ordinances, at the expense of the discharging party. The Districts will not have any obligations regarding the required pretreatment of such wastewater. The City will not impose any fee, charge, or fine upon the Districts for any violation of any ordinance, rule, regulation, or agreement caused by wastewater received at the District Wastewater Point of Connection, nor will the City impose upon the Districts any surcharge that is caused by wastewater received at the District Wastewater Point of Connection.

6. The 5 LUEs of wastewater service authorized under this Agreement may only be used to provide wastewater service to ARZ for the Gas Station Project. Except as expressly authorized by this Agreement for pass-through wastewater service to the Property, neither ARZ nor the City may connect, or allow any other person or entity to connect, directly or indirectly, any other facilities, persons, or property to the Districts' water or wastewater utility systems without the prior written consent of the Districts. If ARZ or the City does so, the Districts may immediately terminate this Agreement and/or require ARZ or the City, as applicable, to immediately terminate service to the facilities, persons, or property that have been connected in violation of this Agreement.

The Districts reserve the right to deny for any reason any request by ARZ or the City to increase the level of service under this Agreement or to serve any other facilities, persons, or property.

C. Capacity Charge. For the 5 LUEs of pass-through wastewater service capacity made available under this Agreement to the Property, Developer will pay a non-refundable capacity charge of \$3,160.88 to District No. 1 and \$488.53 to District No. 2 (collectively, the "Capacity Charges"). The Capacity Charges must be paid on or before the Effective Date.

D. Operation & Maintenance Payment. The Districts will each invoice ARZ for a prorata portion of the costs of the operation and maintenance of the District Wastewater Lines used to provide pass-through wastewater service to the Property under this Agreement (the "Operation & Maintenance Payments"). The Operation & Maintenance Payments will be allocated based on the ratio of the number of LUEs of pass-through wastewater service capacity made available under this Agreement to the Property (provided that such number will not include any LUEs for which the Capacity Charges have been paid until such LUEs are actually being utilized) to the total number of wastewater LUE capacity in the District Wastewater Lines, as set forth on **Exhibit "B"** attached hereto (the "Prorata Allocation"). The Operation & Maintenance Payments will be paid by ARZ within 30 days after receipt of the invoice. The Operation & Maintenance Payments will be in addition to any other payments required by this Agreement. Interest charges for any overdue Operation & Maintenance Payments will be paid by ARZ in accordance with Texas Government Code Section 2251.025.

E. Debt Service Payment. On or before October 31st of each year during the term of this Agreement through and including 2043, ARZ will pay an annual fee of \$23 per LUE to District No. 1 and an annual fee of \$4 per LUE to District No. 2 for the debt service for the District Wastewater Lines used to provide pass-through wastewater service to the Property under this Agreement (collectively, the "Debt Service Payments"), except that any LUEs will not be factored into the Debt Service Payments until such LUEs are actually being utilized. The Debt Service Payments are ARZ's Prorata Allocation of the debt service owed for the District Wastewater Lines. The amount of the Debt Service Payments may be adjusted by the Districts annually to reflect the actual debt service for the District Wastewater Lines, if such debt service changes; provided, however, the Districts shall provide written notice to ARZ of any adjustment at least thirty days prior to the effective date of such adjustment. The Debt Service Payments will be in addition to any other payments required by this Agreement. Interest charges for any overdue Debt Service Payments will be paid by ARZ in accordance with Texas Government Code Section 2251.025.

F. Payment for Retail Service. The City will bill wastewater customers within the Property directly for retail wastewater services furnished to such customers.

Section 3. Default. In the event of default by a Party, each nondefaulting Party may give to the defaulting Party written notice of such default specifying the failure or default in question. If the defaulting Party fails to fully cure the default specified in such notice within thirty days after receipt of such notice, each nondefaulting Party will have the right to terminate this Agreement as of the date of the event of the default and/or pursue all other legal or equitable remedies. Each nondefaulting Party may employ attorneys to pursue its legal rights and, if it prevails before any court or agency of competent jurisdiction, the defaulting Party will be obligated to pay all expenses incurred by the nondefaulting Party, including reasonable

attorneys' fees. In addition to all other remedies available to the Districts, if, for any reason, ARZ or the City violates any provision of this Agreement, the Districts will, after the notice and opportunity to cure period described above, have the right to disconnect the Property from the Districts' systems and to terminate this Agreement if, in which event, ARZ will be solely responsible for all actual costs and standard District fees related to disconnection from the Districts' systems.

Section 4. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever 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 Agreement to other persons or circumstances will not be affected thereby.

Section 5. Modification. This Agreement will be subject to change or modification only with the mutual written consent of all Parties.

Section 6. Assignability. This Agreement may not be assigned by ARZ, Developer, or the City, in whole or in part, without the prior written consent of the Districts. This Agreement will be recorded in the Official Public Records of Williamson County, Texas, will run with the land comprising the Property, and will be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns, and all future owners or occupants of any portion of the Property.

Section 7. Applicable Law. This Agreement will be governed by, and construed in accordance with the laws of the State of Texas. All of the obligations contained in this Agreement are performable in Williamson County, Texas.

Section 8. Parties at Interest. This Agreement will be for the sole and exclusive benefit of the Parties hereto and will never be construed to confer any benefit to any third party.

Section 9. Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by another Party, but no such waiver will be deemed to constitute a waiver of similar or other breaches by such other Party.

Section 10. Notices. All notices to the Districts will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Siena Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Siena Municipal Utility District No. 2
c/o Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

with copies to:

Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

All notices to ARZ will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

ARZ Partners, LLC
407 Talkeetna Lane
Cedar Park, Texas 78613

with a copy to:

Law Offices of Akin & Akin, L.L.P.
Attn: R. Harry Akin
P.O. Box 271
Elgin, Texas 78621

All notices to Developer will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Siena North Devco, Inc.
4720-4 Rockcliff Road
Austin, Texas 78746

All notices to the City will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

City of Round Rock
Attn: City Manager
221 East Main Street
Round Rock, Texas 78664

with a copy to:

Sheets & Crossfield, P.C.
Attn: Stephan L. Sheets
309 East Main Street
Round Rock, TX 78664

Any Party may change its address by giving written notice of such change to the other Parties.

Section 11. Term. This Agreement will be in force and effect for a term of twenty years from the Effective Date.

Section 12. Effective Date. The effective date of this Agreement (the "Effective Date") will be the date that the Districts execute this Agreement after receipt of fully executed original counterparts from ARZ, Developer, and the City.

Section 13. Multiple Originals. This Agreement may be executed in a number of counterparts, each of which will for all purposes, be deemed to be an original, and all such counterparts will together constitute and be one and the same instrument.

Section 14. Entire Agreement. This Agreement, including Exhibits, constitutes the entire agreement of the Parties and supersedes all prior agreements and understandings related to the subject matter hereof.

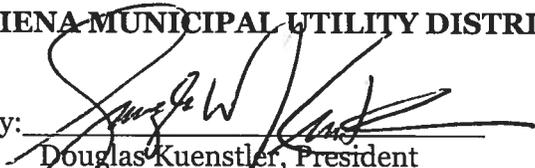
Section 15. Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a Party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective Party.

[counterpart signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT NO. 1:

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By: 
Douglas Kuenstler, President
Board of Directors

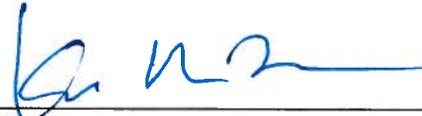
Date: November 6, 2019

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6th day of November, 2019, by Douglas Kuenstler, President of the Board of Directors of Siena Municipal Utility District No. 1, on behalf of said District.

(seal)





Notary Public Signature

DISTRICT NO. 2:

SIENA MUNICIPAL UTILITY DISTRICT NO. 2

By: 
Tony Stein, Vice President
Board of Directors

Date: November 6, 2019

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6th day of November, 2019, by Tony Stein, Vice President of the Board of Directors of Siena Municipal Utility District No. 2, on behalf of said District.

(seal)




Notary Public Signature

ARZ:

ARZ PARTNERS, LLC,
a Texas limited liability company

By: *Adnan Awad*
Printed Name: Adnan Awad
Title: Member

Date: Nov. 12, 2019

THE STATE OF TEXAS

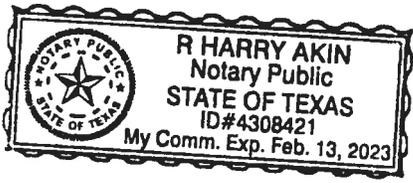
COUNTY OF Bastrop

§
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§

This instrument was acknowledged before me on the 12th day of November, 2019, by Adnan Awad, Member of ARZ Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

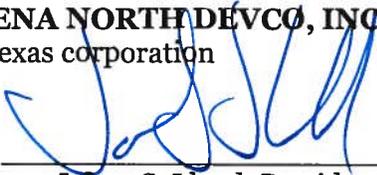
(seal)

R Harry Akin
Notary Public Signature



DEVELOPER:

SIENA NORTH DEVCO, INC.,
a Texas corporation

By: 
Johns S. Lloyd, President

Date: 11/6/19

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6th day of November, 2019, by Johns S. Lloyd, President of Siena North Devco, Inc., a Texas corporation, on behalf of said corporation.




Notary Public Signature

CITY:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Craig Morgan, Mayor of City of Round Rock, Texas, on behalf of said City.

(seal)

Notary Public Signature

EXHIBIT "B"

PRORATA ALLOCATION

| | |
|----------------------------|-------------------------|
| 12" Section 1 Line | 715 LUEs/5 LUEs = 0.7% |
| 8" Section 3 Line | 31 LUEs/5 LUEs = 16.13% |
| 8" Section 35/C-Store Line | 20 LUEs/5 LUEs = 25% |

Developer Interest Calculations

C-Store Share

| Series 2018 Bonds | 3.77% | Costs | Interest |
|--|-----------|------------|----------|
| Subtotal Section 1 Costs Completed 10/14 | | \$372.52 | |
| Assume 11/19 close | 61 months | | \$71.30 |
| Series 2019 Bonds | 3.31% | Costs | Interest |
| Subtotal Section 3 Costs Completed 8/18 | | \$2,721.77 | |
| Assume 11/19 close | 15 months | | \$112.49 |
| Total Developer Interest | | | \$183.79 |

Total Costs

Construction

| | |
|-----------------------------------|------------|
| Pro-rated share through Section 1 | \$372.52 |
| Pro-rated share through Section 3 | \$2,721.77 |

Engineering and Testing @ 12% construction costs

| | |
|-----------|----------|
| Section 1 | \$44.70 |
| Section 3 | \$326.61 |

Developer Interest

| | |
|-----------|----------|
| Section 1 | \$71.30 |
| Section 3 | \$112.49 |

Total Costs Per Section

| | |
|-----------|------------|
| Section 1 | \$488.53 |
| Section 3 | \$3,160.88 |

| | |
|---|-------------------|
| Total Cost for Pass- Through Service for C-Store | \$3,649.41 |
|---|-------------------|

Siena MUD 1 WW Allocation for Siena Commercial Along CR 109

| Segment | MH ID | Pipe Size (in) | Slope (%) | Unit | Cost | Siena Lues | Total Costs |
|------------------------|---|-------------------|-----------|--------------------|--------------------|------------|------------------------------|
| Sect 1 Contract | Std MH Drop MH 12" 10-12' deep 12" 12-14' deep 12" 14-16' deep Connect to Ex Trench Safety Adjust MH | 12 | 0.5 | 4 | Line A 4,000.00 | 695 | 16000 |
| | | | | 1 | 4,900.00 | | 4900 |
| | | | | 616 | 37.00 | | 22792 |
| | | | | 51 | 62.00 | | 3162 |
| | | | | 50 | 68.00 | | 3400 |
| | | | | 1 | 1,800.00 | | 1800 |
| | | | | 1 | 1 | | 717 |
| | | | | 5 | 100 | | 500 |
| | | | | | | | 53,271.00 |
| | | | | | | | |
| Sect 3 Contract | Std MH 8" 0-8' deep 8" 8-10' deep 8" 10-12' deep Connect to Ex Trench Safety Adjust MH | 8 | 0.5 | 1 | Line F 3,500.00 | 11 | 3500 |
| | | | | 150 | 32.00 | | 4800 |
| | | | | 100 | 34.00 | | 3400 |
| | | | | 100 | 39.00 | | 3900 |
| | | | | 1 | 1,000.00 | | 1000 |
| | 0.5 | | 175 | | | | |
| | 1 | | 100 | | | | |
| | | | 16,875.00 | | | | |
| | | | | | | | |
| Total Costs | | | | | | | |
| \$70,146.00 | | | | | | | |
| Pro-Rated Costs | | | | | | | |
| C-Store | 5 LUES | Sect 3 8" Line | | Sect 1 12" Line | | | Total Pro-Rated Costs |
| Sect 35 | 15 LUES | \$2,721.77 | | \$372.52 | | | \$3,094.30 |
| | | \$8,165.32 | | \$1,117.57 | | | \$9,282.90 |
| Total | | | | | | | \$12,377.19 |

CONTRACT ADDENDUM

This **CONTRACT ADDENDUM** ("Addendum") is incorporated into the attached **AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE [LOT 1, BLOCK A, SIENA C STORE]** (the "Contract") between **SIENA MUNICIPAL UTILITY DISTRICT NO. 1**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("District No. 1"), **SIENA MUNICIPAL UTILITY DISTRICT NO. 2**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("District No. 2" and, collectively with District No. 1, the "Districts"), **ARZ PARTNERS, LLC**, a Texas limited liability company ("ARZ"), the **CITY OF ROUND ROCK, TEXAS**, a home rule municipality located in Williamson County, Texas (the "City"), and **SIENA NORTH DEVCO, INC.**, a Texas corporation ("Developer"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. INTERESTED PARTIES

ARZ and Developer acknowledge that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with local government entities such as the Districts. ARZ and Developer each confirm that they have reviewed Section 2252.908 and will 1) complete FORM 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the Districts at the same time ARZ and Developer execute and submit the Contract to the Districts. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The Contract is not effective until the requirements listed above are satisfied and any award of the Contract by the Districts is expressly made contingent upon ARZ and Developer's compliance with such requirements. **The signed Form 1295 may be submitted to the Districts in an electronic format.**

2. CONFLICTS OF INTEREST

ARZ and Developer acknowledge that Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the Districts. ARZ and Developer confirm that they have reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf> within seven days of the date of submitting the Contract to the Districts or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. VERIFICATION UNDER CH. 2270, TEXAS GOVERNMENT CODE

For purposes of Chapter 2270 of the Texas Government Code, ARZ and Developer each represent and warrant that, at the time of execution and delivery of the Contract, neither ARZ, Developer, nor any of their wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates, boycotts Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an

action made for ordinary business purposes. ARZ and Developer each understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with ARZ or Developer and exists to make a profit.

4. VERIFICATION UNDER CH. 2252, TEXAS GOVERNMENT CODE

ARZ and Developer each represent and warrant that, neither ARZ or Developer, nor any of their wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes ARZ and Developer and each of their parent companies, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. ARZ and Developer understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with ARZ or Developer and exists to make a profit.