

**ESTANCIA HILL COUNTRY PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA #3)**

This Estancia Hill Country Public Improvement District Reimbursement Agreement (Improvement Area #3) (this “Reimbursement Agreement”) is executed between the City of Austin, Texas (“City”) and M/I Homes of Austin, LLC, an Ohio limited liability company (the “Owner”) (each individually referred to as a “Party” and collectively as the “Parties”) effective September 25, 2025. Capitalized terms not defined herein shall have the meaning ascribed to them in the PID Financing Agreement (defined below).

RECITALS

WHEREAS, on June 6, 2013, the City Council of the City (the “City Council”) passed and approved Resolution No. 20130606-054 (the “Creation Resolution”) authorizing the creation of the Estancia Hill Country Public Improvement District (the “District”) covering approximately 600 acres of land shown on a map thereof in the Creation Resolution (the “District Property”); and

WHEREAS, on June 20, 2013, the City Council approved that certain Estancia Hill Country Public Improvement District Financing Agreement by and between SLF III – Onion Creek, L.P., a Texas limited partnership (“SLF”) and City (as amended from time to time the “PID Financing Agreement”); and

WHEREAS, on July 16, 2021, SLF and the Owner entered into that certain Partial Assignment of PID Financing Agreement, in which SLF partially assigned its right, title, and interest in and to the Financing Agreement with respect to Improvement Area #3; and

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is contemplated to be developed in phases and the Owner intends that certain Public Improvements be constructed over time to serve District Property (or portions thereof); and

WHEREAS, contemporaneously herewith, the City Council passed and approved an assessment ordinance determining, among other things, the estimated costs of the Public Improvements allocable to Improvement Area #3 (the “Improvement Area #3 Improvements”) and levied assessments against certain District Property within Improvement Area #3 (the “Improvement Area #3 Assessments”) in accordance with the Assessment Roll attached as Exhibit

H-1 to the Estancia Hill Country Public Improvement District 2025 Amended and Restated Service and Assessment Plan (as the same may be amended or updated from time to time, the “Service and Assessment Plan”) within the District; and

WHEREAS, the Parties intend for all or a portion of the Actual Costs (as defined in the Service and Assessment Plan) of the Improvement Area #3 Improvements (the “Improvement Area #3 Improvement Cost”) to be reimbursed to Owner, in accordance with the terms of this Reimbursement Agreement, the PID Financing Agreement, and, if bonds are issued to finance the Improvement Area #3 Improvements (“Improvement Area #3 Bonds”), the indenture for Improvement Area #3 (the “Indenture”), from (i) Improvement Area #3 Assessments on deposit in the City Project Fund (as defined below) or the Improvement Account of the Project Fund created in the Indenture (herein called “Improvement Account of the Project Fund”), (ii) the proceeds of Improvement Area #3 Bonds issued by the City pursuant to the Indenture, or (iii) a combination of (i) and (ii) above; and

WHEREAS, if Improvement Area #3 Bonds are issued, the City will deposit, or cause to be deposited, the Improvement Area #3 Assessments into the Improvement Account of the Project Fund held by the trustee under the Indenture (the “Bond Trustee”) for further transfer to the appropriate accounts pursuant to the Indenture, including accounts for the payment of debt services on the Improvement Area #3 Bonds; and

WHEREAS, prior to issuance of the Improvement Area #3 Bonds, the City will create a separate segregated account into which Improvement Area #3 Assessments will be deposited for Improvement Area #3 (the “City Project Fund”); and

WHEREAS, the City’s obligation to reimburse the Owner for the Improvement Area #3 Improvement Cost shall only be paid from (i) Improvement Area #3 Assessments collected from the Improvement Area #3 Assessed Parcels (as defined in the Service and Assessment Plan) and deposited into the City Project Fund or (ii) the net proceeds of Improvement Area #3 Bonds, if issued by the City, and deposited into the Improvement Account of the Project Fund held by the Bond Trustee.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. City Deposit of Improvement Area #3 Assessments.
 - a. Prior to the issuance of the Improvement Area #3 Bonds, the City will deposit, or cause to be deposited the Improvement Area #3 Assessments into the City Project Fund. Prior to the issuance of Improvement Area #3 Bonds, the

- Reimbursement Agreement Obligation (as defined herein) is payable solely from Improvement Area #3 Assessments on deposit in the City Project Fund.
- b. If Improvement Area #3 Bonds are issued, the City will transfer, or cause to be transferred, the Improvement Area #3 Assessments on deposit in the City Project Fund to the Bond Trustee for deposit to the Improvement Account of the Project Fund in accordance with the provisions of the Indenture. Any Reimbursement Obligation (as defined below) remaining after the issuance of the Improvement Area #3 Bonds is extinguished and shall no longer be due and payable.
 - c. If Improvement Area #3 Bonds are issued and the transfer of Improvement Area #3 Assessments described in Subsection (b) above occurs, the City will deposit or cause the Improvement Area #3 Assessments collected annually to be deposited into the "Improvement Area #3 Pledged Revenue Fund" established under the Indenture in accordance with the provisions of that Indenture.
3. Payment of Improvement Area #3 Improvement Cost prior to the Issuance of Improvement Area #3 Bonds. Prior to the issuance of Improvement Area #3 Bonds, the Owner may elect to make advances to pay the Improvement Area #3 Improvement Cost. The Reimbursement Agreement Obligation shall be payable to the Owner pursuant to executed and approved Certifications for Payment, in accordance with the PID Financing Agreement, solely from the Improvement Area #3 Assessments on deposit in the City Project Fund.
4. Payment of Actual Costs after Issuance of Improvement Area #3 Bonds.
- a. Following the issuance of Improvement Area #3 Bonds, the Reimbursement Agreement Obligation shall be payable to the Owner solely from the net proceeds (after payment of costs of issuance and deposits into any reserve fund or administrative fund that may be created under the Indenture) of the Improvement Area #3 Bonds issued by the City.
 - b. The Improvement Area #3 Bonds, if issued, will be secured by and paid solely from the Trust Estate (as defined in the Indenture) established pursuant to the Indenture, consisting primarily of the Improvement Area #3 Assessments transferred to the Bond Trustee for deposit as provided in the Indenture.
 - c. After Improvement Area #3 Bonds are issued, the Bond Trustee shall pay the Owner for the Actual Costs of Improvement Area #3 Improvements pursuant to executed and approved Certifications for Payment, in accordance with the PID Financing Agreement, from the appropriate account or fund as provided for in the Indenture and this Reimbursement Agreement.
5. Process for Payment.

- a. Prior to the issuance of Improvement Area #3 Bonds, but after completion of construction of an Improvement Area #3 Improvement (or a segment thereof), the Owner may submit a Certification for Payment, to the City Representative substantially in the form shown on Exhibit E to the PID Financing Agreement, for payment of the Actual Costs of an Improvement Area #3 Improvement (or segment thereof) from funds then available in the City Project Fund. After the initial request, the Owner may deliver additional Certifications for Payment to the City Representative but not more than one (1) per quarter. This process will continue until (i) payment in full of the Reimbursement Agreement Obligation or (ii) issuance of Improvement Area #3 Bonds (at which time the repayment process shall be in accordance with subpart (b) below). Each payment from the City Project Fund shall be accompanied by a written accounting that certifies the Reimbursement Agreement Obligation as of the date of the payment and itemizes all deposits to and disbursement from such City Project Fund since the last payment date.
 - b. Following the issuance of Improvement Area #3 Bonds, the Owner may be reimbursed pursuant to executed and approved Certifications for Payment, in accordance with the procedures described in the PID Financing Agreement and the Indenture.
6. Improvement Area #3 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from the City the lesser of \$9,000,000 and the amount deposited by the Bond Trustee into the Improvement Account of the Project Fund pursuant to the Indenture (the “Improvement Area #3 Reimbursement Obligation”), in accordance with the terms of this Reimbursement Agreement, until November 1, 2035 or the issuance of the Improvement Area #3 Bonds, whichever is earlier (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount in excess of the Improvement Area #3 Reimbursement Obligation. The Improvement Area #3 Reimbursement Obligation, shall be payable to the Owner, plus accrued and unpaid interest, solely from either of the City Project Fund or the Improvement Account of the Project Fund, as applicable. The Improvement Area #3 Reimbursement Obligation is authorized by the PID Act, was approved by the City Council, and represents the total allowable costs to be assessed against Improvement Area #3 for the Improvement Area #3 Improvements that are paid through the levy of Improvement Area #3 Assessments or issuance of Improvement Area #3 Bonds, as applicable. Notwithstanding anything herein to the contrary, the City shall be under no obligation to reimburse the Owner for the Actual Costs of any Improvement Area #3 Improvements that are not accepted by the City or another governmental entity with the City’s approval. The interest rate paid to the Owner on the Improvement Area #3 Reimbursement Obligation shall be the same as the interest rate on the Improvement

- Area #3 Assessments. The interest rate has been approved by the City Council and complies with the PID Act. Interest will accrue from the date of the levy of the Improvement Area #3 Assessments and shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.
7. Obligated Payment Sources. The Improvement Area #3 Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #3 Reimbursement Obligation is not paid in full at the Maturity Date, and the Improvement Area #3 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in either of the City Project Fund or the Improvement Account of the Project Fund, as applicable, to pay the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.
 8. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis Central Appraisal District, Improvement Area #3 Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #3 Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Section 2.03 of the PID Financing Agreement.
 9. Process for Payment for the Improvement Area #3 Reimbursement Obligation.
 - a. Prior to the issuance of Improvement Area #3 Bonds, but after completion of construction of an Improvement Area #3 Improvement (or a segment thereof) the Owner may submit a Certification for Payment, to the City Representative substantially in the form shown on Exhibit E attached to the PID Financing Agreement, for payment of the Actual Costs of an Improvement Area #3 Improvement (or segment thereof) from funds then available in the City Project Fund. After the initial request, the Owner may deliver additional Certifications for Payment to the City Representative but not more than one (1) per quarter. This process will continue until (i) payment in full of the Reimbursement Agreement Obligation or (ii) issuance of Improvement Area #3 Bonds (at which time the repayment process shall be in accordance with subpart (b) below). Each payment from the City Project Fund shall be accompanied by a written accounting that certifies the Reimbursement Agreement Obligation as of the date of the payment and itemizes all deposits to and disbursement from such City Project Fund since the last payment date.

- b. If Improvement Area #3 Bonds are issued, the Owner may submit to the City a Certification for payment of any funds then available in the Improvement Account of the Project Fund as provided for in the Indenture. Upon receipt of the Certification for Payment, the City shall cause funds within the Improvement Account of the Project Fund to be transferred to the Owner pursuant to the terms of the Indenture. This process will continue until the Improvement Area #3 Reimbursement Obligation is paid in full.
10. Termination. Once all payments paid to the Owner under this Reimbursement Agreement equal the Improvement Area #3 Reimbursement Obligation, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #3 Reimbursement Obligation remains unpaid, such Improvement Area #3 Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL.
11. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from either of the City Project Fund or the Improvement Account of the Project Fund, as applicable, and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property as provided for in Section 2.05(c) of the PID Financing Agreement. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement.
12. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, and provided that Improvement Area #3 Bonds have not been issued, the Parties hereby acknowledge and agree that to the extent a prepayment of an Improvement Area #3 Assessment is due and owing pursuant to the provisions of Section VI(B)(1) of the Service and Assessment Plan (including the requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Improvement Area #3 Reimbursement Obligation by a corresponding amount provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #3 Reimbursement Obligation to be less than zero.
13. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #3 Improvements.

14. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

15. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Austin
 Attn: City Treasurer
 P.O. Box 1088
 Austin, Texas 78767

With a copy to: City of Austin
 Attn: City Attorney
 P.O. Box 1088
 Austin, Texas 78767-1088

If to Owner: M/I Homes of Austin, LLC
 Attn: Royce Rippey
 7600 N. Capital of Texas Hwy Bldg. C Suite 250
 Austin, Texas 78731

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
 Attn: Steven C. Metcalfe
 221 W. 6th, Suite 1300
 Austin, Texas 78701

16. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture the Indenture shall control.

17. Exclusive Rights of Owner. Owner's right, title and interest into the payments of Improvement Area #3 Reimbursement Obligation (including accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds

unless Owner transfers its rights to its Improvement Area #3 Reimbursement Obligation (including accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

18. Assignment.

- a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
- d. Notwithstanding anything to the contrary contained herein, this Section 18 shall not apply to Transfers which shall be governed by Section 17 above.

- e. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 17 above shall also apply to the Designated Successors and Assigns.

19. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.
- b. If the Owner is in Default, the City’s sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the City Project Fund or Improvement Account of the Project Fund, as applicable; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific enforcement.
- c. If the City is in Default, the Owner’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

20. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City’s knowledge; and (iv) such other factual matters that may be reasonably requested.

21. No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code. The Owner understands ‘affiliate’ to mean an entity that

- controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
22. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, 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. The Owner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
23. No Discrimination Against Fossil Fuel Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code. The Owner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
24. No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code. The Owner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
25. Form 1295. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Owner hereby represents that it is a publicly traded business entity or a wholly-owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Reimbursement Agreement.
26. Miscellaneous.
- a. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party’s right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

- b. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.
- c. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- d. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- e. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

CITY OF AUSTIN, TEXAS

By: _____
Name: T.C. Broadnax
Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared, by T.C. Broadnax, City Manager of the City of Austin, a Texas municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2025.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on Next Page]

M/I HOMES OF AUSTIN, LLC
an Ohio limited liability company (as Owner)

By: _____
Name: Derek Baker
Its: Area President

THE STATE OF TEXAS

COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2025, by Derek Baker, Area President of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of said entity.

[SEAL]

Notary Public, State of Texas