

GROUNDWATER RESERVATION AGREEMENT

This GROUNDWATER RESERVATION AGREEMENT (“**Agreement**”) is made and entered into effective as of the date last signed by the parties below (the “**Effective Date**”), by and between THE CITY OF GEORGETOWN, a Texas municipal corporation (“**City**”), and EPCOR NR HOLDINGS INC., a Delaware corporation with its principal address at 2355 West Pinnacle Peak Road, Suite 300, Phoenix, AZ, 85027, United States (“**EPCOR**”). The City and EPCOR are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, City has identified a need for a new potable water supply of at least 45,000 acre-feet per year, to be made available at one or more points of delivery located in Williamson County, Texas (collectively, the “**Point of Delivery**”);

WHEREAS, EPCOR, by and through its affiliates and subsidiaries, develops, designs, builds, finances, owns, and operates large-scale water supply infrastructure in Texas;

WHEREAS, EPCOR and its affiliates and subsidiaries currently have available contractual rights to at least 39,399 acre-feet per year of groundwater from the Carrizo-Wilcox Aquifer in Robertson County, Texas permitted for Agricultural, Industrial, Commercial, Municipal and Public Water Supply use and for Transport to the Point of Delivery, and may obtain similar rights to additional acre-feet per year of permitted groundwater (the “**Groundwater Source**”);

WHEREAS, EPCOR and its affiliates and subsidiaries have the financial, operational and technical capacity to design, build, finance, own and operate facilities to produce, treat, and transport water from the Groundwater Source to the Point of Delivery (the “**Project Infrastructure**”);

WHEREAS, EPCOR has disclosed to the City all existing signed Groundwater Reservation Agreements with third party off-takers in effect as of August 9, 2023 that EPCOR desires to have share in the cost and use of the Project Infrastructure;

WHEREAS, the Parties contemplate entering into a definitive agreement under which EPCOR would make available to City wholesale water supply on a long-term basis (the “**Water Supply Agreement**”); and

WHEREAS, City wishes to reserve all or a portion of EPCOR’s existing permitted groundwater rights from the Groundwater Source while the Parties negotiate the scope of the Project Infrastructure and the terms of the Water Supply Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Reservation of Groundwater.**

- a. **Reserved Water.** EPCOR hereby reserves for City 39,399 acre-feet per year of EPCOR's existing permitted groundwater rights from the Groundwater Source (the "**Reserved Water**") and any Additional Water (defined below) that automatically becomes, or the City elects to become, a part of the Reserved Water volume. For the duration of the Term (defined below) of this Agreement, or until such time as this Agreement is earlier terminated, EPCOR will hold the Reserved Water in trust for City's benefit and not sell or commit the Reserved Water to others.
- b. **Reservation Fee.** The annual fee for reserving the Reserved Water (the "**Reservation Fee**") is at a rate of \$150 per acre-foot per year, subject to annual CPI Index adjustments as outlined in Subsection 1.c;
- c. **Adjustment for Inflation.** On the first (1st) annual anniversary of the Effective Date, the Reservation Fee will be adjusted for actual inflation based upon the most recent Consumer Price Index (compounded annually), published by the U.S. Bureau of Labor Statistics, All Urban Consumers, U.S. City Average, All Items (1982-84=100) (the "**CPI Index**") so that the Reservation Fee will be equal to the product of the Reservation Fee in place as of the Effective Date and the percentage increase in the CPI Index between the Effective Date and the first (1st) anniversary date; provided, however, in no event will the Reservation Fee be decreased to lower than \$150 per acre-foot. If the CPI Index does not exist in the above format, EPCOR and the City will mutually agree the substitution of any official index published by the Bureau of Labor Statistics, any successor agency, or similar governmental agency, which is then in existence and which is then most nearly comparable to the CPI Index.
- d. **Adjustment for Groundwater Availability.** Should, at any time prior to the expiration of the Agreement, EPCOR's Groundwater Information (defined below) support a finding that the full amount of Reserved Water and Additional Water (to the extent that EPCOR has notified the City of such Additional Water prior to delivering the Groundwater Information identified in this subsection) cannot be produced and delivered to the City for the term of the Water Supply Agreement, then the amount of Reserved Water (inclusive of any Additional Water that automatically becomes, or the City elects to become, a part of the Reserved Water volume) will be reduced, the Reserved Water amount will be adjusted to the amount determined in EPCOR's

Groundwater Information that can be produced and delivered to the City for the term of the Water Supply Agreement and the Reservation Fee adjusted accordingly as of the date of the reduction.

2. **Invoice and Payment.** EPCOR shall invoice the City monthly and the City shall pay EPCOR one-twelfth (1/12th) of the annual Reservation Fee for the Reserved Water under this Agreement on or before the first day of each calendar month during the Term. Within fifteen (15) days of the Effective Date, the City will pay EPCOR the first full month's reservation fee and the prorated portion of the month in which the Effective Date occurs. Invoicing and payment of the Reservation Fee for any Additional Water (defined below) will commence according to the timing outlined in Subsection 4.a.

3. **Characterization of the Reservation Fee.** The Parties acknowledge and agree this Agreement and EPCOR's reservation of Reserved Water and the City's payment of the Reservation Fee is not an order for delivery of water, nor an offer or obligation to purchase or sell water, and this Agreement is not a water sale agreement. The Parties acknowledge and agree that the Reservation Fees payable hereunder are not water sale payments.

4. **Additional Water.**
 - a. If, by the date for the City's initial deliverables provided in Subsection 7.a.ii, EPCOR secures contractual rights up to 30,601 acre-feet per year of additional groundwater in the Carrizo-Wilcox Aquifer that is permitted for Agriculture, Industrial, Commercial, Municipal and Public Water Supply use and for Transport to the Point of Delivery and which EPCOR will make available to City under the terms of the Water Supply Agreement (the "**Additional Water**"), the Reserved Water volume will be automatically increased by an amount equal to the volume of the Additional Water. For the first 5,000 acre-feet of the Additional Water, the Reservation Fee will apply to these volumes effective as of the date EPCOR notifies the City that it has secured that volume of Additional Water. For the remaining 25,601 acre-feet per year of the Additional Water, the Reservation Fee will apply effective as of the date of the City's initial deliverables provided in Subsection 7.a.ii. The Additional Water may be added to the Reserved Water volume in increments.

 - b. If EPCOR secures any of the Additional Water after the date for the City's initial deliverables provided in Subsection 7.a.ii, the City has the first right of refusal to have all or a part of such Additional Water become a part of the Reserved Water volume provided the City notifies EPCOR of its election to add such Additional Water to the

Reserved Water together with any changes to the City's initial deliverables provided in Subsection 7.a.ii or its final project performance requirements deliverables provided in Subsection 7.a.iii as a result of such addition no later than sixty (60) days following the date EPCOR notifies the City that it has secured such Additional Water. EPCOR's deliverables deadline in Subsection 7.b.iii will automatically be extended day for day, up to a total of sixty (60) days, for each day between the date EPCOR notifies the City that it has secured such Additional Water and the date the City notifies EPCOR of its election to add such Additional Water to the Reserved Water. EPCOR will offer to the City any Additional Water EPCOR secures after the date for the City's initial deliverables provided in Subsection 7.a.ii and before the termination of this Agreement before offering the same water to any other third party off-taker. If the City fails to timely notify EPCOR of its election, the City will be deemed to have not reserved the entire amount of the Additional Water. The Reservation Fee attributed to that portion of Additional Water elected to be included in the Reserved Water volume will be increased accordingly effective as of the date the City notifies EPCOR that it wishes to exercise its option to purchase the Additional Water.

5. **Term and Termination.** This Agreement is effective on the Effective Date and shall continue for up to twenty-four (24) months (the "**Term**") unless the Parties mutually agree to terminate or execute the Water Supply Agreement prior to the end of the Term, in which case this Agreement will terminate upon the effective date of the Water Supply Agreement. In the event either Party fails to deliver its deliverables set forth in Section 7 below in a timely manner, or breaches any material terms of this Agreement, and such failure is not cured within thirty (30) days following the defaulting Party's receipt of a written notice of default from the non-defaulting party, then the non-defaulting party may terminate this Agreement at any time thereafter by giving a written notice of termination to the defaulting Party. Upon termination in the event of a City default that the City did not cure within the cure period, EPCOR shall keep all of the Reservation Fees paid by the City prior to the date of Termination, and the Parties will have no further obligations to each other. Upon termination in the event of EPCOR's default that EPCOR did not cure within the cure period, EPCOR shall refund to the City one half of the Reservation Fees paid prior to the date of Termination, and the Parties will have no further obligations to each other. Upon termination in the event of the Parties' mutual agreement to terminate, the City shall be refunded one half of all Reservation Fees paid by the City prior to the date of Termination, and the Parties will have no further obligations to each other.

6. **Water Supply Agreement.** During the Term of this Agreement, the Parties agree to diligently negotiate in good faith the terms of a mutually acceptable definitive Water Supply Agreement. Execution of the definitive Water Supply Agreement remains subject to approval of its terms by both Parties.

7. Deliverables.

a. **City Deliverables.** City will provide to EPCOR the following:

- i. **Marketing Exclusivity List.** Within ten (10) days of the Effective Date, the City will provide to EPCOR a list of potential third party off-takers for which the City will have the exclusive right to market the purchase, acceptance and reservation of the City's Reserved Water to be made available by EPCOR under the Water Supply Agreement provided that, if EPCOR is already in discussions with and has an existing non-disclosure agreement in place with any of such listed potential third party off-takers with an effective date pre-dating the Effective Date of the Agreement ("EPCOR Potential Off-Takers"), the City may only market the purchase, acceptance and reservation of the City's Reserved Water to such EPCOR Potential Off-Takers for terms of 25 years or less on a cumulative basis. EPCOR will notify the City of any EPCOR Potential Off-Takers within fifteen (15) days' of receiving the City's list of potential third party off-takers.
- ii. **Initial Project Performance Requirements.** Within two hundred and forty (240) days of the Effective Date, City will provide to EPCOR an initial description of the City's project performance requirements that, at a minimum, will include:
 1. **Volume to be Made Available.** The annual water supply volume, in acre-feet, that City would need EPCOR to make available each year of the Water Supply Agreement, which also would be the guaranteed minimum purchase volume in MGD by City each year of the initial term of the Water Supply Agreement, whether or not that volume is actually used by City;
 2. **Point of Delivery.** The point or points of delivery the City would need EPCOR to deliver water, including all associated terminal facilities the City would need EPCOR to construct as part of the Project Infrastructure; and
 3. **Water Chemistry Requirements.** Any additional water quality standards, if any, the City would need EPCOR to meet over and above meeting national primary and secondary drinking water regulations except for disinfection.

iii. **Final Project Performance Requirements.** Within three hundred (300) days of the Effective Date, the City will provide to EPCOR a final description of the project performance requirements described in Subsection 7.ii, except that this final deadline will be extended day for day, up to a total of sixty (60) days, if EPCOR gives notice to the City that it has secured any Additional Water after one hundred and eighty (180) days of the Effective Date.

b. **EPCOR Deliverables.** EPCOR will provide to City the following:

i. **Reports and Studies.** From and after the Effective Date, upon City's written request, any relevant documents, reports, studies, tests, surveys, inspections, reviews, assessments, evaluations and other materials pertaining to the Groundwater Source, Reserved Water, Additional Water, and groundwater permits, including documents regarding groundwater hydrology, water quality, and permitting (excluding any attorney client privileged materials) that are in EPCOR's possession (proprietary materials will be provided subject to the Mutual Non-disclosure Agreement dated July 13, 2022 (the "NDA") (collectively "**Groundwater Information**").

ii. **Groundwater Information.** Within one hundred and eighty (180) days following the Effective Date, EPCOR shall provide to the City relevant Groundwater Information supporting a finding that the full amount of Reserved Water and Additional Water (to the extent that EPCOR has notified the City of such Additional Water prior to delivering the Groundwater Information identified in this subsection) can be produced and delivered to the City for the term of the Water Supply Agreement;

iii. **Project Plan and Water Supply Agreement.** Within three hundred and sixty-five (365) days of EPCOR receiving all of the City's final deliverables identified in Subsection 7.a.iii above, EPCOR will provide to the City: a) a proposed project plan and implementation schedule for the Project Infrastructure; and b) a draft Water Supply Agreement that includes a firm unit price for which EPCOR will agree to treat the Reserved Water to the required water quality standards and make it available to the City on a take-or-pay basis at the Point of Delivery.

a. The Water Supply Agreement will include the following contracting methods: groundwater permit fees, power, taxes (property, sales and franchise), and groundwater production fees on a pass-through basis; groundwater reservation fees at an agreed price; engineering, procurement and construction on a fixed-price, lump-sum basis;

operation and maintenance on a cost-plus basis at an agreed margin or an agreed management fee; and financing on a corporate and/or structured basis with an agreed equity margin and an agreed sharing of potential refinancing gains. The Water Supply Agreement will contain mutually agreed provisions necessary to allow for the City's purchase of the Project Infrastructure at the conclusion of the Water Supply Agreement and any renewals. The Water Supply Agreement will also include a negotiated nominal amount of the Reservation Fees paid by the City during the Term to be credited toward the wholesale cost of water.

- b. The financing structure for the Project Infrastructure will be developed collaboratively prior to execution of the Water Supply Agreement. The parties acknowledge that the City has adopted certain Fiscal and Budgetary Policies and the City will need the terms and conditions of the Water Supply Agreement to be generally consistent with such policies as adopted on September 13, 2022 as the same may be amended.
 - c. Concurrent with the delivery of the draft Water Supply Agreement as required in Subsection 7.b.iii above, EPCOR will notify the City of any third party off-takers that EPCOR desires to have share in the cost and use of the Project Infrastructure as well as the proposed shared use plan and cost-sharing split and mechanisms related to the same. The parties will in good faith work together to develop a mutually acceptable shared use plan and cost sharing split and mechanism. Notwithstanding the foregoing, the City may, at its reasonable discretion, reject or alter any proposed shared use plan and cost-sharing split and mechanisms prior to executing the Water Supply Agreement, which shall not constitute an event of default under this Agreement, and the City may also reject the participation in the Project Infrastructure of any third party off-taker that has not executed a groundwater reservation agreement with EPCOR prior to the date the Agreement is executed by the City.
- iv. **Financial Statements and Underlying Water Rights Documents.** Prior to EPCOR's delivery of the draft Water Supply Agreement to the City, EPCOR will provide to the City: a) current financial statements of EPCOR's parent company, EPCOR Utilities Inc., and verification of EPCOR Utilities Inc.'s credit rating; b) to the extent not previously provided to the City with the Groundwater Information, all groundwater modeling, availability, and local

sustainability analyses provided to any financing entities; c) a redacted version of EPCOR's agreements with the applicable property owner(s) evidencing EPCOR's right to use and market those property owner's water rights for the full Reserved Water volume. EPCOR will not unreasonably withhold additional information requested by the City that is reasonably necessary to allow the City to verify EPCOR's and/or EPCOR Utilities Inc.'s ability to finance the Project Infrastructure and fulfill their respective obligations contained in the Water Supply Agreement.

8. **Costs.** Each Party is responsible for their own expenses incurred under this Agreement.

9. **Representations and Warranties of the Parties.** Each Party represents and warrants to the other that (i) the statements made with respect to the party in the Recitals to this Agreement are true and correct in all material respects, (ii) the party has full requisite power and authority to perform its obligations under this Agreement, (iii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of the governing body, or board of directors, as applicable, of the party, (iv) this Agreement is a valid and binding obligation of the party enforceable against the party in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors' rights generally, and by general equitable principles, and (v) the execution, delivery, and performance of this Agreement by the party does not, and will not result in a material breach, violation, or default under any indenture, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement, or other instrument to which the Party is a party.

10. **Confidentiality.** The Parties have previously entered into a NDA dated July 13, 2022 and agree that its terms are incorporated by reference into this Agreement and that the NDA shall, notwithstanding its terms, be deemed to be extended and continuing so long as this Agreement is continuing and effective; and further agree that so long as this Agreement is in force and effect, neither party will terminate the NDA and will take such actions as may be required to renew it or extend its term to coincide with the term of this Agreement.

11. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier (like FedEx) and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other party as herein provided.

To the City: City of Georgetown
Attn: David Morgan, City Manager
808 Martin Luther King,
Georgetown, TX 78626
Phone: 512-930-3652
Email: david.morgan@georgetown.org;
ms@georgetown.org

With a copy to:
City of Georgetown
Attn: Skye Masson, City Attorney
809 Martin Luther King Jr
Georgetown, TX 78626
Phone: 512-930-8158
Email: skye.masson@georgetown.org

To EPCOR: EPCOR NR Holdings Inc.
Attn: Michael Irlbeck, Director, Business Development
2355 W Pinnacle Peak Rd., Ste. 300
Phoenix, AZ 85027
Phone: (512) 851-7565
Email: mirlbeck@epcor.com

With a copy to:
EPCOR NR Holdings Inc.
Attn: Thomas Loquvam, General Counsel
2355 W Pinnacle Peak Rd., Ste. 300
Phoenix, AZ 85027
Email: USLegal@epcor.com

12. **Effect of Agreement.** This Agreement, together with the NDA, comprises the Parties' entire agreement with respect to the subject matter herein contained. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective affiliates, legal representatives, successors and assigns.

13. **No Partnership.** Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture

relationship between the Parties. Neither Party's officers nor employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other Party for any purpose. Each Party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party. Neither Party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other Party.

14. **No Third Party Benefit.** This Agreement is solely for the benefit of the Parties, and no causes of action shall accrue upon, out of or by reason of this Agreement to or for the benefit of any third party.

15. **Governing Law; Venue; Jury Waiver.** The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR MATTERS RELATED THERETO.

16. **Remedies.** Both Parties agree that remedies at law may be inadequate to protect against breach of this Agreement, and hereby agree that either Party may seek injunctive relief without proof of actual damages, and without the filing or posting of any bond or surety, in addition to any other remedies available at law or in equity. In the event either Party initiates a legal proceeding for the enforcement of this Agreement, the prevailing Party in the proceeding shall be entitled to recovery of its court costs and reasonable attorneys' fees and expenses incurred in connection with such action from the non-prevailing Party, as determined by the court.

17. **Consequential Damages Waiver.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CIRCUMSTANCES TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER SIMILAR DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE (EXCEPT WITH RESPECT TO INDEMNITY OBLIGATIONS FOR THIRD-PARTY CLAIMS AND LOSSES).

18. **Counterparts.** The Parties may execute this Agreement in counterparts, all of which when taken together shall comprise one agreement, and each counterpart, when executed, shall have the efficacy of a signed original. Signatures for this Agreement and/or any of the transaction documents contemplated herein that are transmitted electronically or by facsimile, including emailed PDF signatures, shall be valid as originals.

19. **Recitals.** The above recitals are hereby deemed true and correct and are incorporated herein by this reference.

20. **Limitation on Assignment.** This Agreement is being entered into on the basis of careful investigation and evaluation of each party's reputation, experience, and financial condition. Neither Party may transfer or assign, directly or indirectly, this Agreement or any right or obligation under this Agreement, whether through assignment, merger, sale, consolidation, reorganization, change of control, or similar event, without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, without obtaining the written consent of City, EPCOR may at any time assign its rights, in whole (and not in part), under this Agreement to any affiliate of EPCOR, provided such affiliate is under common control with EPCOR. Following such assignment, EPCOR shall provide written notice to City of the assignment and provide sufficient documentation to confirm the affiliate's common control with EPCOR.

21. **Verifications**

a. **HB 1295 Compliance.** EPCOR will comply with Section 2252.908 of the Texas Government Code, which requires EPCOR to fill out a conflict-of-interest form ("Disclosure of Interested Parties") and file it with the City at the time the signed Agreement is submitted to the City. The City will file it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

b. **No Boycott of Israel.** To the extent this Agreement constitutes an Agreement for goods or services for which a written verification is required under Texas law, EPCOR hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and EPCOR represents that it will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "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. "Affiliate" includes an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

- c. EPCOR is not a Terrorist Organization. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, EPCOR represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state 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/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, to the extent such Section does not contravene applicable Federal law, and excludes EPCOR 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. "Affiliate" includes any entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

- d. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes an Agreement for goods or services for which a written verification is required under Texas law, EPCOR hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and EPCOR represents that it will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term in Section 809.001(1), Texas Government Code. "Affiliate" includes an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

e. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes an agreement for the purchase of goods or services for which a written verification is required under Texas law, EPCOR 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 EPCOR represents that it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. “Affiliate” includes an entity that controls, is controlled by, or is under common control with EPCOR and exists to make a profit.

22. City payment obligations subject to budgeting and appropriation of funds. The City’s obligation to make payment pursuant to this Agreement is subject to budgeting and appropriation of funds by the City Council, provided the terms of Section 5 above still apply if there is no appropriation of funds by the City Council.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above below.


CITY OF GEORGETOWN:

Josh Schroeder, Mayor

August 9, 2023

Date

ATTEST:



Robyn Densmore, City Secretary

APPROVED AS TO FORM:



Skye Masson, City Attorney

EPCOR NR HOLDINGS INC.:

Joe Gysel, President

Date

Tony Scozzafava, Vice President

Date

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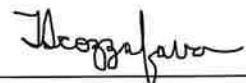
EPCOR NR HOLDINGS INC.:



Joe Gysel, President

08.09.2023

Date



Tony Scozzafava, Vice President

08.09.2023

Date