
THIRD SUPPLEMENTAL TRUST AGREEMENT

between

THE CITY OF LEWISVILLE, TEXAS (the “ISSUER”)

and

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee (the “TRUSTEE”)

Dated as of January 1, 2019

Relating to

\$4,725,000

**CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
ROAD SYSTEM BONDS,
SERIES 2019**

**(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6
PROJECT)**

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THIRD SUPPLEMENTAL TRUST AGREEMENT

THIS THIRD SUPPLEMENTAL TRUST AGREEMENT (this “Third Supplemental Trust Agreement”), dated as of January 1, 2019, is between THE CITY OF LEWISVILLE, TEXAS, a home rule city organized and operating pursuant to Article XI, Section 5 of the Constitution of the State of Texas (the “Issuer”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association authorized to do business in the State of Texas, as trustee (the “Trustee”), and supplements and amends the Master Trust Agreement for the “City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, (Lewisville Castle Hills Public Improvement District No. 6 Project)” dated as of August 1, 2014 (the “Master Trust Agreement”), between the Issuer and the Trustee; the First Supplemental Trust Agreement for the \$1,200,000 “City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project)”, dated as of August 1, 2014, between the Issuer and the Trustee (the “First Supplemental Trust Agreement”); and the Second Supplemental Trust Agreement for the \$15,310,000 “City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project)”, dated as of July 1, 2017, between the Issuer and the Trustee (the “Second Supplemental Trust Agreement”) (the Master Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, together with this Third Supplemental Trust Agreement, the “Trust Agreement”).

W I T N E S S E T H:

WHEREAS, the City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Road System Bonds, Series 2019 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the “Series 2019 Road Bonds”) are “Bonds”, as defined in Article I of the Master Trust Agreement, and the Issuer certifies that issuance of the Series 2019 Road Bonds is authorized and permitted under Section 2.1 of the Master Trust Agreement;

WHEREAS, this Third Supplemental Trust Agreement amends and supplements the Master Trust Agreement pursuant to Section 2.1 and Section 11.1(b) of the Master Trust Agreement;

WHEREAS, on January 28, 2019, the City Council of the Issuer duly adopted that certain ordinance (the “Bond Ordinance”) authorizing the issuance of the Series 2019 Road Bonds and approving the form, substance, and use of a Preliminary Limited Offering Memorandum and Limited Offering Memorandum;

WHEREAS, the Issuer desires to issue Series 2019 Road Bonds sufficient to make the Authorized Road Expenditures set forth in Exhibit “C” of this Third Supplemental Trust Agreement and pay the costs of issuing the Series 2019 Road Bonds;

WHEREAS, the Issuer has duly filed a certified copy of the Bond Ordinance with the Trustee;

WHEREAS, the Trustee has accepted the trusts created by the Master Trust Agreement, the First Supplemental Trust Agreement, and the Second Supplemental Trust Agreement, and

accepts the trusts described in this Third Supplemental Trust Agreement, and evidences such acceptance by joining in the execution hereof; and

WHEREAS, all capitalized terms, unless otherwise defined herein, have the meanings ascribed to them in the Master Trust Agreement;

NOW, THEREFORE, the Issuer, in consideration (i) of the premises and the acceptance by the Trustee of the trusts created in the Master Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, and this Third Supplemental Trust Agreement, (ii) of the purchase and acceptance of the Series 2019 Road Bonds by the purchasers thereof, and (iii) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby confirm and agree that the grant in the Master Trust Agreement to the Trustee for the benefit of the Owners of the Series 2019 Road Bonds of the Trust Estate (as defined in the Master Trust Agreement) shall constitute a lien on and security interest in such Trust Estate for the benefit of the Owners of the Series 2019 Road Bonds on an equal and ratable basis with the Owners of the Outstanding Bonds under the Master Trust Agreement and any supplement or amendment thereto and of any Additional Bonds issued under the Master Trust Agreement and any subsequent supplements thereto, and in addition to the foregoing, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions.

(a) For all purposes of this Third Supplemental Trust Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) This “Third Supplemental Trust Agreement” means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more trust agreements supplemental hereto entered into pursuant to the applicable provisions of the Master Trust Agreement.

(2) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Third Supplemental Trust Agreement as a whole and not to any particular Article, Section or other subdivision.

(3) All terms used in this Third Supplemental Trust Agreement which are defined in the Master Trust Agreement have the same meanings assigned to such terms in the Master Trust Agreement unless otherwise specified herein. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns.

(b) The following terms have the meanings assigned to them below whenever they are used in or with respect to this Third Supplemental Trust Agreement:

Additional Bonds – means the Additional Bonds payable from Special Assessment Revenues and payable from Contract Payments in accordance with the Joint Road Contract. After issuance of the Series 2019 Road Bonds, up to \$3,335,000 in Additional Bonds will remain authorized but unissued pursuant to the Joint Road Contract.

Administrative Expenses – means the administrative, organization, maintenance and operation costs payable from the proceeds of the Series 2019 Road Bonds associated with, or incident to, the administration, organization, maintenance and operation of the P.I.D., including, but not limited to, the costs of (a) administering the P.I.D., including conducting hearings, preparing notices and petitions, preparing assessment rolls and all costs incident thereto, including engineering fees, legal fees and consultant fees, (b) levying and collecting Special Assessments or the installments thereof, (c) negotiating and implementing the Joint Road Contract and the other agreements, (d) maintaining the record of installments of the Special Assessments and the system of registration and transfer of the Series 2019 Road Bonds, (e) paying and redeeming the Series 2019 Road Bonds, (f) investing or depositing of monies, (g) complying with the Code with respect to the Series 2019 Road Bonds, and (h) the Trustee and Series 2019 Road Bonds Bondholder Representative fees and expenses, including attorneys' fees relating to the Series 2019 Road Bonds.

Authorized Investments or Permitted Investments – means any investment authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Bond Ordinance – means the City of Lewisville Ordinance adopted by the City Council of the City of Lewisville on January 28, 2019, authorizing the issuance of the Series 2019 Road Bonds.

Date of Closing – means the date of physical delivery of the Initial Bond for payment in full by the initial purchasers thereof.

Debt Service Requirements – means, as of any particular date of computation, with respect to any Series 2019 Road Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside from the Series 2019 Road Bonds Interest and Sinking Account by the Trustee on behalf of the Issuer as of such date or in such period for the payment of the Principal Installment, redemption premium, if any, and interest (to the extent not capitalized) on such Series 2019 Road Bonds.

Debt Service Reserve Amount – means the lesser of (i) 10% of the principal amount of the Outstanding Assessment Bonds, (ii) the maximum annual debt service requirement of the Outstanding Assessment Bonds, or (iii) 125% of the average annual debt service of the Outstanding Assessment Bonds.

Initial Bond – means the Series 2019 Road Bond authorized, issued and initially delivered as provided in Section 2.03 of this Third Supplemental Trust Agreement, the form of which is set forth in Exhibit "B", which is attached hereto and made a part hereof for all purposes.

Mandatory Sinking Fund Payments or Mandatory Sinking Fund Redemptions – means the mandatory sinking fund payments on the dates, and in the amounts, set forth in Section 3.01(c) herein.

NRSRO or Nationally Recognized Statistical Rating Organization – means a credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

Outstanding – means, as of the date of determination, and with respect to any Outstanding Assessment Bonds, including the Series 2019 Road Bonds, all such Outstanding Assessment Bonds theretofore issued and delivered under the Master Trust Agreement and any supplemental trust agreement, including the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, and this Third Supplemental Trust Agreement, except:

(1) Outstanding Assessment Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Outstanding Assessment Bonds for whose purchase, payment or redemption, money in the necessary amount has been theretofore deposited in an account, other than the “Collection Fund” identified in Section 4.1 of the Master Trust Agreement, with the Trustee in trust for the holders of the Outstanding Assessment Bonds;

(3) Outstanding Assessment Bonds in exchange for or in lieu of which other Outstanding Assessment Bonds have been registered and delivered pursuant to this Trust Agreement; and

(4) Outstanding Assessment Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Trust Agreement.

Outstanding Assessment Bonds – means any Outstanding Bonds of the Issuer containing a pledge of Special Assessments levied pursuant to the Assessment Ordinance, including the Series 2019 Road Bonds and any Additional Bonds.

P.I.D. – means Lewisville Castle Hills Public Improvement District No. 6.

Series 2019 Authorized Road Expenditures – means the authorized expenditures related to the Series 2019 Road Bonds as described in Exhibit C to this Third Supplemental Trust Agreement payable from Contract Revenues and Special Assessments.

Series 2019 Road Bonds Bondholder Representative – means the Bondholder Representative for the Owners of not less than a majority in principal amount of the Series 2019 Road Bonds then Outstanding, initially _____, or other designated representative of the majority of the Owners.

Special Assessments – means the assessments levied against properties in the P.I.D. to pay Debt Service Requirements on the Outstanding Assessment Bonds as set forth in the Assessment/Service Plan which are payable in periodic installments as provided in the Assessment Ordinance; all as provided in the Assessment/Service Plan, the Assessment Ordinance and the

Bond Ordinance. Special Assessments also include any supplemental assessments or reassessments levied in accordance with Sections 372.019 and 372.020 of the Act.

Section 1.02 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.03 Trust Agreement to Remain in Force. Except as amended by this Third Supplemental Trust Agreement or any subsequent supplemental trust agreements, the Master Trust Agreement shall remain in full force and effect as to the matters covered therein.

Section 1.04 Authority. This Third Supplemental Trust Agreement is executed and delivered pursuant to the Act and the Master Trust Agreement.

Section 1.05 Notices, etc., to Parties. Any request, demand, authorization, direction, notice, consent, waiver or act of Owners of Bonds or other document provided or permitted by the Master Trust Agreement to be made upon, given or furnished to, or filed with any party hereto shall be given in the manner prescribed in the Master Trust Agreement.

Section 1.06 Successors and Assigns. All covenants and agreements in this Third Supplemental Trust Agreement by the Issuer and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.07 Separability Clause. In case any provision in this Third Supplemental Trust Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.08 Benefits of Third Supplemental Trust Agreement. Nothing in this Third Supplemental Trust Agreement or in the Series 2019 Road Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Owners of the Series 2019 Road Bonds, any benefit or any legal or equitable right, remedy or claim under this Third Supplemental Trust Agreement.

Section 1.09 Governing Law. This Third Supplemental Trust Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

Section 2.01 Authorization of Bonds. The Series 2019 Road Bonds shall be issued in fully registered form in the total authorized aggregate amount of \$4,725,000 for the purpose of paying costs of issuance of the Series 2019 Road Bonds in accordance with the Act and making the Series 2019 Authorized Road Expenditures. The Series 2019 Road Bonds are hereby sold on this date to the initial purchaser, _____, at a price of par plus accrued interest, if any, on the Series 2019 Road Bonds from their date to the date of their delivery.

Section 2.02 Designation, Date, and Interest Payment Dates. The Series 2019 Road Bonds shall be designated as \$4,725,000 “City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Road System Bonds, Series 2019 (Lewisville Castle Hills Public Improvement District No. 6 Project)” and shall be dated as of January 1, 2019. The Series 2019 Road Bonds shall bear interest from the Date of Closing, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1, 20__, and semiannually thereafter on September 1 and March 1 of each year until maturity or prior redemption.

Section 2.03 Form of Series 2019 Road Bonds; Initial Bond; Numbers and Denomination. The Series 2019 Road Bonds shall be issued in the form set forth in Exhibit “A” which is attached hereto. The Series 2019 Road Bonds shall be initially issued in the form set forth in Exhibit “A” which is attached hereto; provided, however, that the Initial Bond delivered to the Attorney General of the State of Texas shall be numbered TI-1 and shall be in the form set forth as Exhibit “B”, and issued as a Term Bond in the principal amount of \$4,725,000, which shall mature September 1, 20__ and shall be subject to mandatory redemption in the following manner on September 1 in the following years indicated below, and may be transferred and exchanged as set out in the Trust Agreement.

[insert table]

The Series 2019 Road Bonds shall be subject to prior redemption as provided in Article III below. The Series 2019 Road Bonds shall be in denominations of Twenty-Five Thousand Dollars (\$25,000.00) and integral multiples of Five Thousand Dollars (\$5,000) in excess thereof. Series 2019 Road Bonds delivered on transfer of or in exchange for other Series 2019 Road Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Trustee. The Series 2019 Road Bonds shall mature on the same date and bear interest at the same rate as the Series 2019 Road Bonds in lieu of which they are delivered.

Section 2.04 Execution of Bonds; Seal. The Series 2019 Road Bonds shall be signed on behalf of the Issuer by the City Mayor, Mayor Pro-Tem, or Deputy Mayor Pro-Tem and countersigned by the City Secretary or Assistant City Secretary, by their manual, lithographed or facsimile signatures, and the official seal of the Issuer shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Series 2019 Road Bonds shall have the same effect as if each of the Series 2019 Road Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Series 2019 Road Bonds shall have the same effect as if the official seal of the Issuer had been manually impressed upon each of the Series 2019 Road Bonds. If any officer of the Issuer whose manual or facsimile signature shall appear on the Series 2019 Road Bonds shall cease to be such officer before the authentication of such Bonds on or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 2.05 Interest Rate. The Series 2019 Road Bonds shall bear interest from the Date of Closing at the rate of ____%.

Section 2.06 Application of Proceeds. Simultaneously with the delivery of the Series 2019 Road Bonds, the Trustee shall apply the proceeds derived from the sale to pay for Series

2019 Authorized Road Expenditures and costs of issuance of the Series 2019 Road Bonds, pursuant to a requisition requesting disbursement in the form described in Exhibit C to the Master Trust Agreement, or as otherwise required by this Third Supplemental Trust Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Amendment. The terms of Article VI of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2019 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2019 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement and this Third Supplemental Trust Agreement, the provisions of this Third Supplemental Trust Agreement shall control with respect to the Series 2019 Road Bonds.

(a) The provisions of Section 6.1 of the Master Trust Agreement are hereby amended by adding a paragraph to read as follows:

“From, and after September 1, 20___, the Series 2019 Road Bonds may be redeemed by the Issuer, in whole or in part prior to maturity, on any Business Day at the option of the Issuer, after notice as provided herein at a redemption price equal to the percentage of their principal amount set forth below plus accrued interest to the date fixed for redemption:

Redemption Date

Redemption Price

[insert table]”

(b) The provisions of Section 6.2 of the Master Trust Agreement are hereby amended by adding the following paragraphs:

“Series 2019 Road Bonds in an amount not to exceed \$45,000 shall be redeemed, in whole or in part, prior to maturity at a redemption price equal to 100% of the principal amount of the Series 2019 Road Bonds, together with interest accrued to the date of redemption or purchased, in whole or in part at a purchase price equal to 100% of the principal amount of the Series 2019 Road Bonds, together with interest accrued to the date of redemption from amounts transferred to the Series 2019 Road Bonds Redemption Account established pursuant to Section 4.01(f) of the Third Supplemental Trust Agreement from the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds (Lewisville Castle Hills Public Improvement District No. 6 Project) Collection Fund and the Prepayment Fund pursuant to Sections 4.1 and 4.3 hereof, respectively, when such Prepayments have accumulated in the Series 2019 Road Bonds Prepayment Account in an amount sufficient to redeem \$45,000 in principal amount of Series 2019 Road Bonds, plus accrued interest thereon.

In lieu of redeeming Series 2019 Road Bonds with the funds described in this Section, the Issuer may purchase the Series 2019 Road Bonds in the open market of the maturity to be

redeemed at the price not in excess of that provided in Section 3.01(a) of the Third Supplemental Trust Agreement.”

(c) The provisions of Section 6.3 of the Master Trust Agreement are hereby amended by adding the following paragraphs:

“Prior to their Maturity Date, the Series 2019 Road Bonds shall be redeemed as Term Bonds (the “Series 2019 Road Term Bonds”) from amounts on deposit in the Interest and Sinking Fund, pursuant to the following mandatory redemption schedule:

[insert table]

*final maturity

On each Mandatory Redemption Date, the Trustee shall make the Mandatory Sinking Fund Payment from the Series 2019 Road Bonds Interest and Sinking Account established pursuant to Section 4.2 hereof as amended by Section 4.01(b) of the Third Supplemental Trust Agreement. The Series 2019 Road Term Bonds shall be paid in principal amounts of \$5,000 or integral multiples thereof. The principal amount of the Series 2019 Road Term Bonds required to be paid on each Mandatory Redemption Date shall be reduced, at the option of the Issuer, by the principal amount of any Series 2019 Road Term Bonds which, at least forty-five (45) days prior to the Mandatory Redemption Date, have been acquired by the Issuer and delivered to the Trustee for cancellation or have been redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee and not theretofore credited against a scheduled mandatory redemption. Each such Series 2019 Road Term Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such Mandatory Redemption Date, and any excess shall be credited on future mandatory redemption in inverse order of maturity, and the principal amount of such Series 2019 Road Term Bonds to be redeemed by operation of mandatory prepayment shall be reduced accordingly.

Redemptions pursuant to this provision of the Third Supplemental Trust Agreement shall be made by lot or other customary random method, rounded to the nearest \$5,000, among the Owners of each date of maturity. In connection with any such redemption prior to maturity, the Trustee shall make appropriate entries in the Bond Register to reflect a portion of any Series 2019 Road Term Bond so redeemed and the amount of the principal remaining Outstanding. The Trustee’s notation in the Bond Register shall be conclusive as to the principal amount of any Outstanding Series 2019 Road Term Bond at any time.”

ARTICLE IV

AMENDMENTS TO THE MASTER TRUST AGREEMENT, FIRST SUPPLEMENTAL TRUST AGREEMENT, AND SECOND SUPPLEMENTAL TRUST AGREEMENT

Section 4.01 Amendments to Article IV of the Master Trust Agreement, the First Supplemental Trust Agreement, and the Second Supplemental Trust Agreement. The terms of Article IV of each of the Master Trust Agreement, the First Supplemental Trust Agreement, and

the Second Supplemental Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement, the First Supplemental Trust Agreement, and the Second Supplemental Trust Agreement with respect to the Series 2019 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2019 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement, and the Second Supplemental Trust Agreement and this Third Supplemental Trust Agreement, the provisions of this Third Supplemental Trust Agreement shall control with respect to the Series 2019 Road Bonds.

(a) The provisions of Section 4.1 of the Master Trust Agreement, Section 4.01 of the First Supplemental Trust Agreement, and Section 4.01 of the Second Supplemental Trust Agreement are hereby amended to read as follows:

“The Issuer hereby covenants and agrees that all Contract Revenues and Special Assessment Revenues (other than interest and investment earnings, and revenues received as a Prepayment of a Special Assessment), have been and shall be deposited, as collected and received, into a separate account previously created, established, and maintained with the Trustee known as the “City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds (Lewisville Castle Hills Public Improvement District No. 6 Project) Collection Fund” (the “Collection Fund”) and that the Contract Revenues and Special Assessment Revenues have been and shall be kept separate and apart from all other funds of the Issuer. All Contract Revenues and Special Assessment Revenues deposited into the Collection Fund pursuant to this shall, upon receipt, be transferred to the following Funds in the following order of priority:

FIRST: To the Series 2014 Road Bonds Interest and Sinking Account, the Series 2017 Road Bonds Interest and Sinking Account, and the Series 2019 Road Bonds Interest and Sinking Account, on a pro rata basis, amounts necessary, if any, to increase the balance in each such account to an amount equal to the aggregate amount of all remaining scheduled Debt Service Requirements during the next Fiscal Year for the Series 2014 Road Bonds, the Series 2017 Road Bonds, and the Series 2019 Road Bonds, respectively, as provided herein, or a greater amount designated by the Issuer with the prior written approval of District No. 1-H;

SECOND: To the Series 2014 Road Bonds Redemption Account, the Series 2017 Road Bonds Redemption Account, and the Series 2019 Road Bonds Redemption Account, on a pro rata basis, any amounts required for optional redemptions of the Series 2014 Road Bonds, the Series 2017 Road Bonds, and the Series 2019 Road Bonds, respectively, (other than mandatory sinking fund redemptions) during the Fiscal Year in which the Contract Revenues or Special Assessment Revenues are deposited into the Collection Fund;

THIRD: To the Series 2014 Road Bonds Administrative Expense Account, the Series 2017 Road Bonds Administrative Expense Account, and the Series 2019 Road Bonds Administrative Expense Account, on a pro rata basis, amounts necessary, if any, to increase the balance in the Series 2014 Road Bonds Administrative Expense Account, the Series 2017 Road Bonds Administrative Expense Account, and the Series 2019 Road Bonds Administrative Expense Account, respectively, to the amount expended from each of the Series 2014 Road Bonds Administrative Expense Account, the Series 2017 Road Bonds Administrative Expense Account,

and the Series 2019 Administrative Expense Account, respectively, on average during the previous three (3) Fiscal Years of the Issuer;

FOURTH: To the Debt Service Reserve Fund until the Debt Service Reserve Fund has a balance equal to the Debt Service Reserve Amount; and

FIFTH: To the Issuer to be used for any lawful purpose, including the payment or redemption of Outstanding Bonds (any such payment or redemption to be made on a pro rata basis).

(b) The provisions of Section 4.2 of the Master Trust Agreement are hereby amended by adding the following paragraph:

“For purposes of providing funds to pay the Debt Service Requirements on the Series 2019 Road Bonds as the same become due and payable, the Issuer agrees to maintain at the Trustee, a separate and special account to be created and known as the “Series 2019 Road Bonds Interest and Sinking Account.” There shall also be deposited into the Series 2019 Road Bonds Interest and Sinking Account no later than the tenth (10th) day prior to each Interest Payment Date on the Series 2019 Road Bonds, from the available Contract Revenues and Special Assessment Revenues in the Collection Fund, an amount which, together with sums on deposit in the Series 2019 Road Bonds Interest and Sinking Account, shall be equal to one hundred percent (100%) of the amount required to fully pay the principal of, premium, if any and interest on the Series 2019 Road Bonds payable at such Interest Payment Date, at maturity, if applicable, or at a Mandatory Scheduled Redemption.”

(c) The provisions of Section 4.3 of the Master Trust Agreement are hereby amended by adding the following paragraph:

“There is hereby established with the Trustee a special account within the Prepayment Fund established pursuant to Section 4.3 of the Master Trust Agreement to be known as the “Series 2019 Road Bond Prepayment Account”. Upon receiving a Prepayment of Special Assessments for the payment of the Debt Service Requirements on the Outstanding Bonds (which Prepayments shall be identified in writing by the Issuer), the Trustee shall deposit the amount of such Prepayment into the Prepayment Fund under the Master Trust Agreement to be distributed to the Series 2019 Road Bond Prepayment Account and any other account created under the Prepayment Fund by a Supplemental Indenture, including the Series 2014 Road Bond Prepayment Account and the Series 2017 Road Bond Prepayment Account, on a pro rata basis based upon the principal amount of any Bonds Outstanding under the Master Trust Agreement pursuant to a Supplemental Indenture. Promptly following the deposit of any such Prepayment into the Prepayment Accounts, the Trustee shall transfer such amounts from each respective Prepayment Account as set forth in Section 4.8 of the Master Trust Agreement directly into the applicable Redemption Account in the Redemption Fund, and used to redeem or purchase Outstanding Assessment Bonds. Accrued interest on such Bonds redeemed or purchased shall be paid from the applicable Interest and Sinking Fund Account. Any redemption premium shall be paid from the applicable Redemption Account.”

(d) The provisions of Section 4.4 of the Master Trust Agreement are hereby amended by adding a paragraph to read as follows:

“There is hereby created with the Trustee a special account within the Administrative Expense Fund established in Section 4.4 of the Master Trust Agreement, herein called the Series 2019 Road Bonds Administrative Expense Account,” to be designated and maintained by the Trustee as a separate account, distinct from all other accounts of the Issuer with the Trustee. The Trustee has deposited into the Series 2019 Road Bonds Administrative Expense Account from the proceeds of the Series 2019 Road Bonds an amount equal to non-construction costs, fees for professional services, including attorneys, engineers, financial service professionals and costs of issuance of the above-referenced Series 2019 Road Bonds. The Issuer may draw monies from this Fund to pay costs of issuance of the above-referenced Series 2019 Road Bonds by delivery to the Trustee of a Request for Disbursement in the form set out as Exhibit “C” to the Master Trust Agreement, executed by the Issuer and District No. 1-H. Any surplus money remaining in the Series 2019 Road Bonds Administrative Expense Account on March 1, 2019 shall be transferred into the Series 2019 Road Bonds Interest and Sinking Account. Thereafter, the Trustee shall deposit into the Series 2019 Road Bonds Administrative Expense Account from Contract Revenues and Special Assessment Revenues all amounts due the Series 2019 Road Bonds Administrative Expense Account pursuant to Section 4.1 of the Master Trust Agreement and Section 4.01 of the Third Supplemental Trust Agreement. Such amounts shall be applied by the Trustee to pay Administrative Expenses as they become due, and unexpended balances remaining after the payment of Administrative Expenses in Fiscal Years following the Fiscal Year ending September 30, 2019 shall be transferred to the Series 2019 Road Bonds Redemption Account for redemption of Series 2019 Road Bonds.”

(e) The provisions of Section 4.5 of the Master Trust Agreement are hereby amended by adding the following paragraph:

“At closing, a portion of the proceeds of the Series 2019 Road Bonds shall be deposited to the Debt Service Reserve Fund in an amount sufficient to meet the Debt Service Reserve Fund Requirement Amount for the Series 2019 Road Bonds. The Debt Service Reserve Fund shall be used for the purpose of paying principal of and interest on Outstanding Assessment Bonds, including the Series 2019 Road Bonds, as they become due in the event there should be insufficient funds for said payment in the Interest and Sinking Fund. Subject to the flow of funds in Section 4.01 of the Third Supplemental Trust Agreement and Section 4.1 of the Master Trust Agreement, the Issuer shall deposit Contract Revenues and Special Assessment Revenues to the Debt Service Reserve Fund which are designated for such purposes by the Issuer. The Debt Service Reserve Fund shall be funded up to an amount not less than the Debt Service Reserve Amount from any lawfully available funds in the following manner:

(1) Each deposit shall be credited with earnings from the investment of the balance of the Debt Service Reserve Fund.

(2) Contract Revenues and Special Assessment Revenues shall be deposited to the Debt Service Reserve Fund pursuant to Section 4.1 of the Master Trust Agreement, as amended by Section 4.01 of the Third Supplemental Trust Agreement.

(3) Upon payment default with respect to any Outstanding Assessment Bonds, payments from the Debt Service Reserve Fund shall be made on a pro rata basis based upon the principal amount of each series of Outstanding Assessment Bonds in default.

(4) Upon any shortfall in the Debt Service Reserve Fund, District 1-H must make payments sufficient to restore the Debt Service Reserve Fund to the Debt Service Reserve Amount (a) in 12 consecutive equal monthly installments beginning in the month following any withdrawal from the Debt Service Reserve Fund or (b) in 4 consecutive equal monthly installments beginning in the month following any calculation of the value of the Debt Service Reserve Fund at any amount less than the Debt Service Reserve Amount.

(5) The Issuer shall not, under any circumstances, have an obligation to provide funds other than Bond proceeds for the purpose outlined in this Section 4.5 or any other provision of the Master Trust Agreement or of any supplemental trust agreement, including the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, or the Third Supplemental Trust Agreement, or for discounts, if any, relevant to the transaction contemplated by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, or the Third Supplemental Trust Agreement.

(6) Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Amount may be transferred to the Redemption Fund at the direction of the Issuer.”

(f) The provisions of Section 4.8 of the Master Trust Agreement are hereby amended by adding the following paragraph:

“There is hereby created a special account with the Trustee to be called the “Series 2019 Road Bonds Redemption Account” within the Redemption Fund created by Section 4.8 of the Master Trust Agreement. The Trustee shall deposit into the Series 2019 Road Bonds Redemption Account all amounts required to be transferred to such Account from the Collection Fund and the Series 2019 Road Bonds Prepayment Account pursuant to Sections 4.1 and 4.3 of the Master Trust Agreement, respectively. The Trustee shall apply all such amounts in the Series 2019 Road Bonds Redemption Account, to redeem or purchase the Outstanding Series 2019 Road Bonds, in accordance with Section 6.1 or 6.2 hereof. Accrued interest on any Outstanding Series 2019 Road Bonds redeemed or purchased shall be paid from the Series 2019 Road Bonds Interest and Sinking Fund Account. Any redemption premium shall be paid from amounts transferred to the Series 2019 Road Bonds Redemption Account.”

Section 4.02 Amendments to Section 5.2 of the Master Trust Agreement. The terms of Section 5.2 of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2019 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2019 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, and the Third Supplemental Trust Agreement, the provisions of this Third Supplemental Trust Agreement shall control with respect to the Series 2019 Road Bonds. The provisions of Section 5.2 of the Master Trust Agreement are hereby amended by adding the following paragraphs as follows:

(a) “Actions Taken by Series 2019 Road Bonds Bondholder Representative. Notwithstanding anything in the Third Supplemental Trust Indenture to the contrary, if an Event of Default, as set forth in Section 5.1 of this Master Trust Agreement, shall have occurred and be continuing with respect to the Series 2019 Road Bonds, the Series 2019 Road Bonds Bondholder Representative, in its sole discretion as evidenced by written notice delivered to the Trustee, may (but shall not be required to), (i) in lieu of the Trustee, exercise such one or more of the rights and powers conferred on the Trustee by Article X of this Master Trust Agreement; and (ii) have such rights and powers granted to Issuer under this Master Trust Agreement, and such rights of the Owners under this Master Trust Agreement, either by a suit or suits in equity or in law for the enforcement of any appropriate equitable or legal remedy the Series 2019 Road Bonds Bondholder Representative shall deem most expedient in the interest of the Owners of the Series 2019 Road Bonds.”

(b) “Appointment of Series 2019 Road Bonds Bondholder Representative.

(1) The Owners of not less than a majority in aggregate principal amount of the Series 2019 Road Bonds then Outstanding may, but shall not be required to, from time to time, appoint a representative or agent, by giving signed, written notice of such appointment to the Trustee, to act on behalf of such Owners to give any consents, authorizations, or approvals; exercise any rights; or take any other action as may be taken by such Owners under this Master Trust Agreement on such terms and conditions as such Owners may deem advisable (a “Bondholder Representative”). Upon such appointment, the Trustee shall accept the consent, authorization, or direction of such Bondholder Representative to the extent specified in such notice, as it would accept such action from the Owners of not less than a majority in aggregate principal amount of the Series 2019 Road Bonds then Outstanding. A Bondholder Representative may be an Owner.

(2) Unless otherwise specified in the notice delivered to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Series 2019 Road Bonds then Outstanding appointing a Bondholder Representative pursuant to this Section 5.2 hereof, such Bondholder Representative shall be the sole representative of such Owners with respect to all matters specifically listed in such notice for which such Owners are authorized to act under this Master Trust Agreement, until a signed, written notice of the removal of the Bondholder Representative shall be delivered to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Series 2019 Road Bonds then Outstanding. A Bondholder Representative may resign at any time by delivering written notice thereof to the Trustee. Any notice of removal or resignation meeting the foregoing requirements shall be effective immediately upon receipt thereof by the Trustee. In no event shall more than one Bondholder Representative be appointed to represent the Owners of not less than a majority in aggregate principal amount of the Series 2019 Road Bonds then Outstanding.”

(c) “Bondholder Representative Expenses. The Trustee shall pay the reasonable fees and expenses (including reasonable fees and expenses of counsel) of any Bondholder Representative, upon invoice, but in no event from proceeds of the Bonds, incurred in connection with the acceptance or administration of its rights and duties (on behalf of the Owners of Series 2019 Road Bonds) under this Master Trust Agreement, and in connection with any amendment,

modification, supplemental, consent or waiver with respect to or required under the Bonds, or in connection with the enforcement thereof, except any such expense, disbursement or advance as may arise from its negligence or bad faith. Unless the Trustee receives written notice to the contrary, the Trustee may assume that there is no claim that any such expense, disbursement or advance may arise from its negligence or bad faith of a Bondholder Representative and that such expenses, disbursements or advances are reasonable.”

(d) “Notices and Reporting Obligations. The appointment of a Bondholder Representative shall in no way affect any reporting or notice requirements of the Owners hereunder, except that such Bondholder Representative shall also receive copies of all such reports and notices.”

Section 4.03 Amendments to Section 2.9 of the Master Trust Agreement. The terms of Section 2.9 of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2019 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2019 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, and this Third Supplemental Trust Agreement, the provisions of the Third Supplemental Trust Agreement shall control with respect to the Series 2019 Road Bonds. The provisions of Section 2.9 of the Master Trust Agreement are hereby amended by adding the following paragraphs:

“The Series 2019 Road Bonds are transferable only to accredited investors and/or qualified institutional buyers upon delivery of an investor letter executed by the transferee, except that:

(1) At any time on and after the date on which the Assessed Value within District No. 1-H first equals or exceeds \$310,000,000, the Series 2019 Road Bonds shall be transferable to Accredited Investors and/or Qualified Institutional Buyers in denominations of \$25,000 and in multiples of \$5,000 thereafter without delivery of a Transferee Letter; and

(2) At any time on and after the date on which the Series 2019 Road Bonds or any other bonds issued by the Issuer for the P.I.D. first receive an Investment Grade Rating, then the Series 2019 Road Bonds shall be transferable to any transferee in denominations of \$5,000 without delivery of a Transferee Letter.”

Section 4.04 Miscellaneous.

This Third Supplemental Trust Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

This written Third Supplemental Trust Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Trust Agreement to be executed on their behalf by their duly authorized officers all as of the day and year first above written.

EXECUTED as of _____, 2019.

CITY OF LEWISVILLE (“Issuer”)

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

WILMINGTON TRUST, NATIONAL
ASSOCIATION
 (“Trustee”)

By: _____
Name: Camilla J. Lindsey
Title: Vice President

EXHIBIT A
FORM OF SERIES 2019 BONDS
[To follow]

EXHIBIT B

FORM OF INITIAL SERIES 2019 ROAD BOND

[To follow]

EXHIBIT C

SERIES 2019 AUTHORIZED ROAD EXPENDITURES

Road Improvement Fund	\$3,596,000.00
Road Debt Service Reserve Fund	472,500.00
Issuance Costs	297,501.58
Capitalized Interest	358,998.42
TOTAL	4,725,000.00