



AMARILLO ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

October 22, 2026 at 1:00 PM

Location: FirstBank Southwest Tower (600 S. Tyler St.)
Ed Davis Conference Room – 9th Floor
Amarillo, TX 79101

This Agenda is posted online at: www.AmarilloEDC.com

This meeting will be recorded, and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

AGENDA

1. Call to order the Public Session of the Amarillo Economic Development Corporation.

2. Public Comment:

Please be advised comments must be kept at 3 minutes or less and that Citizens may comment with regard to items on the agenda or pertaining to AEDC policies, programs or services. As to items not on the agenda, the AEDC Board may not discuss or take action on the issue, but may make statements of fact, recite an existing policy, request an item to be placed on a future agenda, or may refer a question to staff.

3. Discuss, consider, and take appropriate action on the minutes of the September 17, 2026 Board of Directors meeting.

4. Executive Session:

a. Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act, Section 551.087:

- Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:

- Project # 22-02-05 (Aviation)
- Project # 22-05-01 (Manufacturing)
- Project # 22-09-03 (Crop Production)
- Project # 25-05-02 (Information)
- Project # 25-05-04 (Petroleum Refineries)
- Project # 25-08-01 (Manufacturing)
- Project # 26-01-01 (Scientific Services)

b. Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in

negotiations with a third person, in accordance with the Texas Open Meetings Act, Section 551.072:

- Potential purchase, exchange, lease, or value of real property located in the Northeast quadrant of the City of Amarillo.
5. Discuss, consider, and take appropriate action on the Repurchase Agreement between Amarillo EDC and International Paper Company for approximately 257.60 acres near Pullman Road and Airport Blvd, Amarillo, Texas.
 6. Discuss, consider, and take appropriate action on designation of authorized signer of Board-authorized contracts, deeds, and other instruments on behalf of Amarillo EDC.
 7. Staff Operational and Financial Updates.
 8. Establish date and time of next board meeting (November 19, 2026 at 9:00 AM).
 9. Adjournment.

The Board of Directors reserves the right to go into Executive Session at any time during the meeting on any agenda item for which the Texas Government Code may provide for a closed session. However, no action or final decision will be taken during the Executive Session because none is permitted by law.

To accommodate the needs of members of the public wishing to attend board meetings, the offices of the Amarillo Economic Development Corporation, 600 S. Tyler Street, Amarillo, TX are wheelchair accessible via ramp at the entrance to the First Bank Southwest Tower parking lot. Handicapped accessible restrooms are available on the 9th floor. Amarillo EDC will provide appropriate auxiliary aids and services, including qualified sign language interpreters and assistive listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight or speech impairments, unless to do so would result in a fundamental alteration of its programs or an undue administrative or financial burden. A person who requires accommodation or auxiliary aid to participate in an Amarillo EDC program, service or activity, should contact Amarillo EDC at 806-379-6411 as far in advance as possible, but not later than 48 hours before the scheduled event.

Agenda Item 3

MINUTES

AMARILLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

September 17, 2026

The Amarillo EDC Board of Directors meeting was held at FirstBank Southwest Tower, 600 S Tyler, Ed Davis Conference Room-9th Floor, Amarillo, TX, at 9:00 a.m. on September 17, 2026. Board members in attendance were:

Voting Members	Board Position	Present	No. Meetings Held	No. Meetings Attended
ELLIOT MCKINNEY	CHAIRMAN	Y	18	18
DIPAK PATEL	VICE-CHAIR/SECRETARY	Y	38	33
DEAN CRUMP	DIRECTOR	N	18	17
RANDY BURKETT	DIRECTOR	Y	18	17
BRIAN BRUCKNER	DIRECTOR	Y	15	14

Also, in attendance were the following staff members & City Staff:

DOUG NELSON	SR. VICE PRESIDENT
HOLLIE SHANKLE	VICE PRESIDENT
ANNALISA BAILEY	OPERATIONS & WORKFORCE MANAGER
BRITTANI OCHOA	ADMINISTRATIVE ASSISTANT
OMOLOLA OGUNREMI	TREASURER/CHIEF FINANCIAL OFFICER
DONNY HOOPER	ASSISTANT CITY MANAGER
	(PROXY FOR CITY MANAGER (EX-OFFICIO))

ITEM 1: Chairman McKinney established that a quorum was present and called the meeting to order at 9:10 am.

ITEM 2: Chairman McKinney opened the meeting for public comment:
Tim Benson
Mike Fisher

ITEM 3: Chairman McKinney requested a motion to approve the minutes from the August 20, 2026, Board of Directors meeting. Director Bruckner made a motion to approve the August 20th Board of Directors meeting minutes. Vice-Chair Patel seconded the motion. The motion was approved by a 4-0 vote.

ITEM 4: Chairman McKinney adjourned the meeting into executive session at 9:20 am.

No action was taken during the executive session because none is permitted by law.

The public session was reconvened at 10:27 am.

ITEM 5: Chairman McKinney introduced the item to discuss, consider, and take appropriate action on a Purchase Sale Agreement between Amarillo EDC and Cooper Crouse-Hinds, LLC for 51.45 acres. This land is neighboring AEDC South Georgia Business Park. A discussion was held between the Board of Directors and the Amarillo EDC team. Director Bruckner made a motion to accept the Purchase Sale Agreement. Vice-Chair Patel seconded the motion. Sr. Vice President Nelson stated the motion also needs to mention Phase II and all closing costs. Director Bruckner amended his motion to accept the Purchase Sale Agreement, including all closing cost and expenses with the Phase II ESA. Vice-Chair Patel seconded the motion. The motion was approved by a 4-0 vote.

ITEM 6: **Staff Financial & Operation Reports:**

Sr. Vice President announced that there were no new financial updates to report to the Board.

Sr. Vice President Nelson stated that CEO/President Eckstein and Director of Business Expansion & Retention Simpson are at a Trade show in Chicago, and he recently returned from the Ports-to-Plains Annual Meeting.

Vice President Shankle announced that she will be resigning at the end of October.

ITEM 7: The next meeting of the Amarillo EDC Board of Directors is scheduled for Thursday, October 22, 2026, at 1:00 pm

ITEM 8: The September 17, 2026, meeting of the Amarillo EDC Board of Directors was adjourned at 10:40 am.

The undersigned certifies that the foregoing information is correct.

Dipak Patel, Vice-Chair/Secretary

Agenda Item 5

REPURCHASE AGREEMENT

This Repurchase Agreement (*Agreement*) is entered into effective as of _____, 2026, by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit corporation (*Purchaser*), and **INTERNATIONAL PAPER COMPANY**, a New York corporation (*Seller*). Seller and Purchaser may be referred to collectively as the *Parties*.

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated September 27, 2023 (*PSA*) for the sale of the property identified on Exhibit A hereto (*Property*) by Purchaser to Seller, which closed on November 17, 2023;

WHEREAS, under Section 16 of the PSA, Purchaser has an option to repurchase the Property if Development of the Property (as defined in the PSA) has not commenced by November 17, 2028;

WHEREAS, while that date has not yet passed, Seller has determined it will not develop the Property by such deadline and, as such, the Parties mutually desire to cause title to the Property to be conveyed by Seller to Purchaser as if such date has passed.

THEREFORE, in consideration of these presents and for other good and adequate consideration the receipt and sufficiency of which are acknowledged, the Parties agree to execute and deliver the Repurchase and Sale Agreement in the form attached hereto as Exhibit B, contemporaneously with the execution and delivery of this Agreement.

Executed to be effective as of the Effective Date.

Amarillo Economic Development Corporation

By: _____
Andreas Eckstein, PhD, President & CEO

International Paper Company

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

A 257.767 acre tract of land lying in Section 59, Block 2, A. B. & M. Survey, Potter County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "Golladay 1478", found at the intersection of the North line of said Section 59 with the West right-of-way line of Pullman Road, from which a 2" iron pipe, found at the Northeast corner of said Section 59 bears North 89 degrees 59 minutes 08 seconds East, 101.0 feet; (Bearings relative to the Texas Coordinate System, North Zone, NAD83)

THENCE South 00 degrees 07 minutes 35 seconds East, along the West right-of-way line of said Pullman Road, for a distance of 2332.72 feet to a 1/2" iron rod with cap marked "Golladay 1478", found;

THENCE South 80 degrees 26 minutes 50 seconds West, a distance of 2661.46 feet to a point, whence a 1/2" iron rod with cap marked "Golladay 1478", bears Southwest, 0.3 feet;

THENCE continue South 80 degrees 26 minutes 50 seconds West, a distance of 1382.08 feet to a 3/8" iron rod with cap marked "HBD" set for the beginning of a curve to the right having a radius of 5279.58 feet;

THENCE Southwesterly along said curve to the right an arc distance of 957.74 feet (Chord bearing: South 85 degrees 22 minutes 00 seconds West, 956.42 feet) to a brass ROW monument found;

THENCE North 13 degrees 16 minutes 40 seconds East, a distance of 963.12 feet to a brass ROW monument found, the beginning of a curve to the left having a radius of 100.0 feet;

THENCE Northwesterly along said curve to the left an arc distance of 130.67 feet (Chord bearing: North 24 degrees 09 minutes 25 seconds West, 121.57 feet) to a brass ROW monument found;

THENCE North 61 degrees 22 minutes 00 seconds West, a distance of 29.79 feet to a brass ROW monument found;

THENCE North 17 degrees 12 minutes 44 seconds West, a distance of 56.98 feet to a brass ROW monument found for the beginning of a curve to the right having a radius of 2083.48 feet;

THENCE Northeasterly along said curve to the right an arc distance of 882.40 feet (Chord bearing: North 40 degrees 07 minutes 41 seconds East, 875.82 feet) to a brass ROW monument found;

THENCE North 48 degrees 10 minutes 55 seconds East, a distance of 140.93 feet to a brass ROW monument found;

THENCE North 52 degrees 13 minutes 53 seconds East, a distance of 1938.75 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE North 52 degrees 22 minutes 17 seconds East, a distance of 35.18 to a 3/8" iron rod with cap marked "HBD" set in the North line of Section 59;

THENCE South 89 degrees 48 minutes 42 East, along the North line of Section 59, a distance of 2587.57 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed are of 257.767 acres of land.

EXHIBIT B

Attached.

REPURCHASE AND SALE AGREEMENT

REPURCHASE AND SALE AGREEMENT ("Agreement"), by and between **INTERNATIONAL PAPER COMPANY**, a New York corporation having an address at 6400 Poplar Avenue, Memphis, TN 38197 ("Seller"), and **AMARILLO ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit corporation having an address at 600 S. Tyler Street, Suite 1600, Amarillo, TX 79101 ("Purchaser").

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase of Real Property.

Seller agrees to sell and Purchaser agrees to repurchase all of the real property (the "Property") consisting of approximately 257.60 acres of land, more or less, in Potter County, Amarillo, Texas, as more particularly described on Exhibit A attached hereto and made a part hereof, together with Seller's interest in and to all improvements, rights, privileges, and easements appurtenant thereto. Except as otherwise expressly outlined herein, there is no personal property to be included in this sale. The Property shall be sold to Purchaser subject to the following matters of title (collectively, the "Permitted Exceptions"):

(a) Rights, if any, relating to the construction and maintenance, in connection with any public utility, of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;

(b) The current year's taxes, assessments, water rates and other governmental charges of any kind or nature imposed on or levied against or on account of the Property, with adjustments to be made at Closing, and all roll-back, change-in-use, and similar taxes on the Property whether related to or assessed before or after Closing;

(c) All other standard title exceptions in the State of Texas; and

(d) Such other matters disclosed on Purchaser's title commitment to which Purchaser agrees (or is deemed to have agreed) to accept.

2. Purchase Price.

The repurchase price for the Property (the "Purchase Price") is Six Million Four Hundred Forty Thousand One Hundred and No/100 (\$6,440,100). The Purchase Price shall be payable by Purchaser to Seller as follows:

(a) Upon execution of this Agreement, Purchaser shall deliver to Seller One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller having entered into this Agreement. This independent consideration is hereby deemed earned by Seller and is non-refundable to Purchaser. The independent consideration shall be applied against the Purchase Price at Closing.

(b) The balance of the Purchase Price, following Seller's instructions by wire transfer of immediately available funds to a designated account of Seller (or its designee) upon delivery of the deed on the day of closing of title (the "Closing Date").

No amount paid on account of the Purchase Price shall create a lien on the Property.

3. Costs and Prorations.

(a) The following shall be apportioned between Seller and Purchaser on and as of the Closing Date: (i) real estate taxes, school taxes and other similar taxes due and payable in the year of closing, and prorated to date of possession, (ii) assessments for the current year, and (iii) municipal water charges, if any. If the Closing shall occur before the tax rate is fixed for the current year, taxes shall be apportioned on the basis of the tax rate for the preceding tax year applied to the latest assessed valuation. Notwithstanding anything else herein to the contrary, Purchaser shall be the sole beneficiary of any tax exemption or limitation applicable to the period after Closing.

(b) Provided taxes have been prorated according to Section 3(a), above, Purchaser shall pay, prior to delinquency, all taxes for the year of Closing.

(c) Purchaser shall be responsible for all taxes from and after the Closing imposed upon or levied against or on account of the Property by any governmental authority.

(d) Seller shall be responsible for all taxes prior to the Closing imposed upon or levied against or on account of the Property by any governmental authority, subject to proration pursuant to Section 3(a).

(e) Purchaser and Seller shall each pay for its own legal fees and disbursements; provided, however, the prevailing party to any action arising from or relating to this Agreement is entitled to an award of its reasonable attorneys' fees and expenses.

(f) Seller shall pay any recording and courier charges relating to this transaction.

(g) Seller shall pay the cost of Purchaser's Standard Owner's Title Policy.

(h) Seller shall pay the cost of any documentary stamps tax, real estate transfer taxes and any transfer fees, and/or any other similar real estate conveyance tax or excise tax under state law due in connection with this transaction.

(i) If Purchaser desires, Purchaser may obtain a survey of the Property prior to Closing at its sole expense.

(j) Seller shall pay all escrow fees due in connection herewith.

The obligations set forth in this Section 3 shall survive the Closing.

4. Seller's Representations.

Seller hereby covenants, warrants and represents to Purchaser that, as of the Effective Date and as of Closing:

(a) Seller has the sole right, legal power and authority to (i) enter into this Agreement and (ii) convey the Property in accordance with the terms and conditions of this Agreement.

(b) All requisite corporate actions or any other required action have been taken and satisfied by Seller to authorize the execution and performance of this Agreement, and that such actions will be taken at or before Closing so as to allow the consummation of the transaction contemplated herein. No other proceedings or actions on the part of Seller are necessary to authorize this Agreement or to carry out the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(c) The individual(s) executing this Agreement, on behalf of the Seller, has (or have) the full right, legal power and actual authority to bind the Seller to the terms and conditions of this Agreement.

(d) As of Closing, no leases or service contracts will exist that will affect the Property or limit Seller's right to sell and convey the Property and any existing leases will be assigned to Purchaser. In addition, Seller covenants, warrants and represents that there is no pending or to Seller's knowledge, threatened litigation, claims or judicial, administrative or arbitration proceedings or other such dispute affecting any part or all of the Property. Should Seller receive notice of any such litigation or otherwise become aware of any such litigation or dispute, Seller agrees to immediately notify Purchaser and to work diligently by using commercially reasonable efforts to bring the litigation or dispute to a resolution.

(e) Seller will not, in any way or manner, alter, encumber or restrict the title to the Property after the Effective Date without the prior written consent of Purchaser, which may not be unreasonably withheld.

(f) This Agreement is the only active agreement for the repurchase and sale of the Property and no other outstanding purchase agreements exists on the site. Seller agrees not to enter into any other purchase agreements with respect to the Property after the Effective Date, other than back-up purchase contracts that are expressly subject and subordinate to this Agreement.

(g) Seller's execution, delivery or performance of this Agreement is not prohibited by and will not cause a default in any other agreement, mortgage, covenant, document, or instrument applicable to the Property or Seller.

(h) All representations, warranties and agreements of Seller contained herein will be true in all respects on and as of the time of Closing as if fully made on and as of such date except as otherwise provided herein. In addition, Seller will have performed and complied with all obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to Closing.

(i) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and is duly qualified and in good standing under the laws of the jurisdiction where the Property is located.

(j) To Seller's knowledge, (i) the Property has never been used as a landfill or as a garbage dump; (ii) the Property is not and at Closing will not be in violation of any applicable law or regulation pertaining to the handling, use, treatment, storage, transportation or disposal of any regulated or hazardous materials; and (iii) Seller has not used, generated, manufactured, produced, stored or disposed of any regulated or hazardous materials on, under, or about the Property.

(k) Since the date of the survey of the Property dated February 9, 2023, as prepared by K.C. Brown of Hagar, Brown & Dorsey, LLC Land Surveyors (the "Survey"), there have been no improvements or other material physical changes to the Property made by or on behalf of Seller, or easements, rights-of-way, licenses, or other interests granted by Seller affecting the Property, and Seller has no knowledge of any encroachments, boundary disputes, or other matters that would render the Survey inaccurate.

As used herein, the term "Seller's knowledge" and words or phrases of similar import mean the actual knowledge of W. Neely Mallory IV as of the Effective Date, without duty of investigation.

5. Deed.

The deed to be delivered to Purchaser at the Closing shall be a special warranty deed in the form attached hereto as Exhibit B. No agreement, representation or warranty of Seller made in this Agreement shall survive delivery of the deed, except as specifically set forth herein.

6. Title Review Period

(a) Within twenty (20) days of Title Company's (defined below) receipt of this executed Agreement, Seller shall obtain and furnish to Purchaser a commitment to insure title to the Property (the "Title Commitment"), together with copies of any exception documents, from American Land Title, LLC, Attn: Donnella Moore, 620 S. Taylor St., Suite 104, Amarillo, Texas 79101 (the "Title Company"). The Title Company is authorized by Seller to provide the Title

Commitment to Purchaser. If the Title Commitment is not delivered to Purchaser within this twenty (20) day timeframe, the Closing will be extended, if needed, to allow Purchaser reasonable time to review the Title Commitment. Purchaser shall have thirty (30) days from the date it receives the Title Commitment to review and satisfy itself as to title and any other documents affecting the Property (the "Title Review Period"). During the Title Review Period, Purchaser shall deliver to Seller any written objections to only those matters occurring after November 17, 2023, as reflected in the Title Commitment ("Purchaser's Title Objections"). If Purchaser fails to timely object to any matters occurring after November 17, 2023, as set forth in the Title Commitment, Purchaser shall be deemed to have accepted all such matters as Permitted Exceptions hereunder.

(b) Seller may, but shall not be required to, take action for the purpose of removing Purchaser's Title Objections. Upon removal of such defects, Seller shall reschedule the Closing Date upon five (5) business days' written notice to Purchaser.

(c) If Seller is unable to, or elects not to remedy such title defects, then Purchaser may, as its sole remedy, terminate this Agreement. Upon Purchaser's termination of this Agreement pursuant to this paragraph, neither party shall retain any rights against the other in connection therewith except as otherwise specifically provided herein or except as provided in Section 16 of that certain Purchase and Sale Agreement between Seller and Purchaser dated as of September 27, 2023.

(d) All other title charges and expenses shall be at Seller's expense.

7. Environmental Matters.

(a) Seller hereby represents, warrants and covenants to Purchaser that, to Seller's knowledge and except as may be set forth in any Phase 1 Environmental Assessment delivered to Purchaser, (i) no Hazardous Materials exist on, under, or within the ground or groundwater of the Property in violation of applicable Environmental Requirements; (ii) no Hazardous Materials are no being nor have they ever been used, stored (above or below ground), spilled, released, discharged or disposed of on or within the Property in violation of applicable Environmental Requirements during Seller's ownership thereof; (iii) no underground storage tanks, septic tanks, water wells or monitoring wells exist on the Property; and (iv) no endangered or threatened species (as defined by federal, state or local law, rule or regulation), wildlife refuges, park or forest lands, or registered national historic sites exist on the Property. To avoid any confusion, Purchaser acknowledges the existence of a playa lake on the Property and surface areas feeding thereto.

(b) For purposes of this Agreement the term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.);

(iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under "Environmental Requirements" (as hereinafter defined) or the common law, or any other applicable law related to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property: (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to health or safety of persons on the Property or adjacent property; (C) which, if emanated or migrated from the Property, could constitute a trespass; or (D) could give rise to a claim for damages or injunctive relief resulting from personal injury, property or natural resources damages.

(c) For purposes of this Agreement, the term "Environmental Requirements" shall mean any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities or any other political subdivisions in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

(d) Seller shall indemnify, defend and hold Purchaser harmless from and against any and all cost, expenses and damages arising out of or related to (i) any breach of any representations, warranties or covenants of this Section by Seller and (ii) any and all damages related to Hazardous Material first released, placed, or disposed of on the Property by or on behalf of Seller during the period from November 17, 2023 through Closing. The Parties agree that the rights and obligations of the Purchaser and Seller described in this Section 7(d) shall not merge or be deemed to merge into any deed or instrument executed at Closing and that this Section 7(d) shall survive Closing.

8. Closing; Time of the Essence; Conditions to Closing.

The closing of title ("Closing") shall take place at and through the Title Company (provided, however, the parties agree to reasonably cooperate to facilitate a remote closing) within forty-five (45) days after the Effective Date. Purchaser shall be allowed to close on the Property at an earlier date with ten (10) days' written notice to the Seller. Except as specifically provided herein, time is of the essence of this Agreement for all purposes.

9. Notice.

Any notice given pursuant to this Agreement shall be given in writing and delivered in person, by overnight courier, or by registered or certified mail, postpaid, return receipt requested, addressed as follows:

If to Purchaser, to:

Amarillo Economic Development Corporation
Attn: Andreas Eckstein, PhD, President and CEO
600 S. Tyler Street, Suite 1600
Amarillo, TX 79101
With copy to:

Underwood Law Firm, P.C.
500 S. Taylor St., Suite 1200
Amarillo, Texas 79101
Attn: John B. Atkins

If to Seller, to:

International Paper Company
Attn: Corporate Real Estate Department
6400 Poplar Avenue
Memphis, TN 38197

With copy to:

International Paper Company
1740 International Drive
Tower IV
Attn: Senior Counsel, Real Estate
Memphis, TN 38197

Such notices shall be deemed given at the time of delivery.

10. Broker.

The parties each represent that no broker has been used or employed in connection with the sale of the Property to Purchaser and the transaction set forth herein. Each party agrees to indemnify and hold the other party harmless from and against any claim by any broker concerning this transaction by reason of such party's breach of its representations or warranties contained in this Section 10. Seller and Purchaser each acknowledge that no brokers have made any representations or warranties regarding the physical condition of the Property. The provisions of this Section 10 shall survive the Closing.

11. Condemnation and Casualty Loss.

If any portion of the Property is condemned or materially (i.e., damage in excess of 25% of the appraised value of the Property) damaged by fire, earthquake, flood or other casualty, Purchaser may, at Purchaser's sole option and as its sole remedy, terminate this Agreement, in which event the parties shall have no further rights or obligations with respect to the other under this Agreement, except as otherwise stated in this Agreement. If this Agreement is not so terminated, Purchaser shall close the repurchase set forth herein, and (i) Purchaser shall be entitled to pursue recovery of (at Purchaser's sole expense) and receive and retain any condemnation award; (ii) Purchaser shall be entitled to receive and retain any insurance proceeds paid or to be paid for such loss or damage. The provisions of this Section 11 shall survive the Closing.

12. Termination; Failure to Close; Damages.

(a) If this Agreement is cancelled pursuant to its terms, this Agreement shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except those obligations or liabilities that are stated to expressly survive termination or Closing.

(b) In the event Purchaser materially breaches any obligation as provided hereunder, Seller shall be entitled to terminate this Agreement as Seller's sole remedy for Purchaser's material breach of this Agreement.

(c) Notwithstanding anything herein to the contrary, in the event Seller fails to convey the Property to Purchaser in breach of this Agreement or otherwise fails to perform any covenant, agreement or other obligation under this Agreement, Purchaser shall be entitled, in addition to all other rights and remedies provided in this Agreement or at law or in equity, to (i) terminate this Agreement; or (ii) compel Seller to convey the Property or otherwise perform by a suit for specific performance and to recover all costs incidental to such suit, including without limitation reasonable attorney's fees and expenses.

In no event shall either party be entitled to any other remedy except as specifically provided in the preceding paragraphs.

13. Confidentiality.

Each party agrees to treat all information contained in this Agreement (including the name of the other party and the transactions contemplated hereby) as strictly confidential and shall not disclose any information about this Agreement or the other party to anyone not an agent of said party, and if then only on a "need to know" basis and with the requirement that said agent treat this Agreement and the terms hereof as strictly confidential. Neither party shall make any marketing or press release regarding this Agreement without the prior written consent of the other party, which consent may be withheld in said party's sole and absolute discretion. Notwithstanding anything herein to the contrary: (i) either party may disclose information regarding this Agreement under proper authority of court; and (ii) information regarding this Agreement (including Seller's identity) and this Agreement itself will become public when presented to Purchaser's Board of

Directors and the City Council of Amarillo, Texas for consideration, which shall occur in due course following the execution and delivery of this Agreement. This obligation shall survive termination of this Agreement or Closing.

Notwithstanding anything else in this Section 13 to the contrary, Seller acknowledges and understands that Purchaser is subject to the Texas Public Information Act, the Texas Open Meetings Act, and related document retention statutes, as each may be amended (collectively, the “Public Information Laws”), and that such laws may require that Purchaser maintain copies and records of Seller’s information and/or disclose such information. Seller acknowledges that Purchaser may be required to disclose and/or maintain such information (i) in connection with an audit, examination or inquiry of or by Purchaser, (ii) at the express direction of any other authorized government agency, (iii) to its attorneys, auditors, Board members, City Council Members of the City of Amarillo, Texas, and the City Manager of the City of Amarillo, Texas; (iv) pursuant to the Public Information Laws; and (v) as otherwise required by law or regulation. Such disclosure or maintenance of copies is not a violation of this Agreement; provided, however, prior to disclosing any such information other than as expressly allowed above, Purchaser shall notify Seller of such request for the disclosure of such information and will reasonably cooperate, at Seller’s expense, and give Seller a reasonable opportunity to seek to protect such information from public disclosure. Seller acknowledges that its name, industry, and the fact that Seller is considering a transaction with Purchaser may be disclosed in connection with notices for public meetings and in such public meetings themselves under the Public Information Laws and agrees that such disclosure is not a violation of this Agreement.

14. Patriot Act Compliance.

(a) Purchaser represents that neither Purchaser nor any of Purchaser's affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become prior to the Closing, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not assign this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities. Any assignee of this Agreement is deemed to make this representation upon acceptance of an assignment of this Agreement. Purchaser’s primary business address is as shown on the first page above.

(b) Seller represents that Seller is not nor will it become prior to the Closing, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support

Terrorism), or other governmental action. Seller's primary business address is as shown on the first page above.

- (c) The representations made in this Section 14 shall survive the Closing.

15. Tax Cooperation.

Seller may desire to complete this transaction as part of a Section 1031 tax deferred exchange. In such event, Purchaser agrees to reasonably cooperate with such party (and at such party's expense) in documenting and completing such exchange. Seller may assign some or all of its rights and obligations under this Agreement to a designated qualified intermediary or exchange accommodation titleholder. Purchaser agrees to accept such designated qualified intermediary or exchange accommodation title holder as the assigned seller under this Agreement. The cooperating party shall not incur additional expense or liability by such cooperation.

16. Miscellaneous.

- (a) None of Seller's or Seller's successors' or assigns' officers, directors, shareholders, employees or agents shall be personally or individually liable under this Agreement or any instrument executed or delivered by any one of them pursuant to the terms and conditions of this Agreement, and Purchaser shall not look to them or any one of them personally or individually for the satisfaction of any claim hereunder or there under. Seller's liability under this Agreement, if any, shall be limited solely to its interest in the Property.

- (b) None of Purchaser's or Purchaser's successors' or assigns' officers, directors, shareholders, employees or agents shall be personally or individually liable under this Agreement or any instrument executed or delivered by any one of them pursuant to the terms and conditions of this Agreement, and Seller shall not look to them or any one of them personally or individually for the satisfaction of any claim hereunder or there under.

- (c) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

- (d) If any one or more of the provisions hereof shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- (e) If any date herein set forth for the performance of any obligation by Seller or Purchaser, or for the delivery of any instrument or notice as herein provided, should be a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next day which is not a Saturday, Sunday or legal holiday. As used herein, the

term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas or the State of Tennessee for observance thereof.

(f) This Agreement shall apply to and bind the heirs, executors, administrators, successors and permitted assigns of the respective parties; provided that neither party may assign or delegate this Agreement or any of its rights or obligations hereunder without prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed.

(g) This Agreement embodies the entire agreement and understanding of the parties on the subject matter hereof, and there are no further or prior agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof, except as expressly provided elsewhere in this Agreement.

(h) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(i) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(j) In the event of any suits, disputes, controversies, actions (including for injunctive or declaratory relief), arbitration, or litigation (including appeals), relating to, arising out of or based on this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable fees, costs and expenses of the prevailing party (including but not limited to its reasonable attorneys' fees, costs and disbursements).

(k) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Scanned and electronic signatures have the full force and effect of originals.

(l) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

(m) This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without giving effect to choice of laws provisions. Venue for any action arising from or related to this Agreement will be exclusively in the State District Courts in and for Potter County, Texas. The parties waive any claim that such forum is inappropriate or inconvenient.

(n) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY DOCUMENT OR INSTRUMENT EXECUTED BY SELLER IN CONNECTION WITH THE CLOSING (THE "CLOSING DOCUMENTS"), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES

OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE CASE OF SELLER’S FRAUD OR INTENTIONAL MISREPRESENTATIONS. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY (EXCEPT IN THE CASE OF FRAUD OR INTENTIONAL MISREPRESENTATION), ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY SELLER, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE CASE OF SELLER’S FRAUD OR INTENTIONAL MISREPRESENTATIONS, PURCHASER AGREES THAT THE ENTIRE RISK AS TO THE QUALITY, CONDITION, AND PERFORMANCE OF THE PROPERTY IS WITH PURCHASER.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR THEIR AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE CASE OF SELLER’S FRAUD OR INTENTIONAL MISREPRESENTATIONS.

EXCEPT FOR THE EXPRESS REPRESENTATION AND WARRANTIES OF SELLER IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, OR IN THE CASE OF SELLER’S FRAUD OR INTENTIONAL MISREPRESENTATION, UPON CLOSING, PURCHASER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, DIRECT AND INDIRECT SUBSIDIARIES, PARENTS, AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, HEIRS, PERSONAL REPRESENTATIVES, LEGAL COUNSEL, BROKERS, SUCCESSORS AND ASSIGNS) (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE AGAINST THE RELEASED PARTIES AT ANY TIME BY

REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS FOR THE IMPROVEMENTS.

NEITHER SELLER NOR PURCHASER SHALL BE LIABLE TO OTHER PARTY FOR ANY PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR NEGLIGENCE, OR IN ANY OTHER MANNER ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

PURCHASER FURTHER DECLARES AND ACKNOWLEDGES THAT THE FOREGOING WAIVERS AND RELEASES HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER AND EXPLAINED IN DETAIL TO IT AND THAT PURCHASER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THE FOREGOING WAIVERS AND RELEASES.

The terms and provisions of this Section 16(n) shall survive the Closing or the earlier termination of this Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, this Agreement shall be effective on the date it is last executed as shown below, the same being the “Effective Date” as such term is used herein.

SELLER:

INTERNATIONAL PAPER COMPANY,
a New York corporation

By: _____
W. Neely Mallory IV, Director – Global Real Estate Services

Date: _____

PURCHASER:

AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation

By: _____
Andreas Eckstein, PhD, President and CEO

Date: _____

Exhibits:

Exhibit A: Description of the Property

Exhibit B: Form of Deed

EXHIBIT A
DESCRIPTION OF THE PROPERTY

A 257.767 acre tract of land lying in Section 59, Block 2, A. B. & M. Survey, Potter County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "Golladay 1478", found at the intersection of the North line of said Section 59 with the West right-of-way line of Pullman Road, from which a 2" iron pipe, found at the Northeast corner of said Section 59 bears North 89 degrees 59 minutes 08 seconds East, 101.0 feet; (Bearings relative to the Texas Coordinate System, North Zone, NAD83)

THENCE South 00 degrees 07 minutes 35 seconds East, along the West right-of-way line of said Pullman Road, for a distance of 2332.72 feet to a 1/2" iron rod with cap marked "Golladay 1478", found;

THENCE South 80 degrees 26 minutes 50 seconds West, a distance of 2661.46 feet to a point, whence a 1/2" iron rod with cap marked "Golladay 1478", bears Southwest, 0.3 feet;

THENCE continue South 80 degrees 26 minutes 50 seconds West, a distance of 1382.08 feet to a 3/8" iron rod with cap marked "HBD" set for the beginning of a curve to the right having a radius of 5279.58 feet;

THENCE Southwesterly along said curve to the right an arc distance of 957.74 feet (Chord bearing: South 85 degrees 22 minutes 00 seconds West, 956.42 feet) to a brass ROW monument found;

THENCE North 13 degrees 16 minutes 40 seconds East, a distance of 963.12 feet to a brass ROW monument found, the beginning of a curve to the left having a radius of 100.0 feet;

THENCE Northwesterly along said curve to the left an arc distance of 130.67 feet (Chord bearing: North 24 degrees 09 minutes 25 seconds West, 121.57 feet) to a brass ROW monument found;

THENCE North 61 degrees 22 minutes 00 seconds West, a distance of 29.79 feet to a brass ROW monument found;

THENCE North 17 degrees 12 minutes 44 seconds West, a distance of 56.98 feet to a brass ROW monument found for the beginning of a curve to the right having a radius of 2083.48 feet;

THENCE Northeasterly along said curve to the right an arc distance of 882.40 feet (Chord bearing: North 40 degrees 07 minutes 41 seconds East, 875.82 feet) to a brass ROW monument found;

THENCE North 48 degrees 10 minutes 55 seconds East, a distance of 140.93 feet to a brass ROW monument found;

THENCE North 52 degrees 13 minutes 53 seconds East, a distance of 1938.75 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE North 52 degrees 22 minutes 17 seconds East, a distance of 35.18 to a 3/8" iron rod with cap marked "HBD" set in the North line of Section 59;

THENCE South 89 degrees 48 minutes 42 East, along the North line of Section 59, a distance of 2587.57 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed are of 257.767 acres of land.

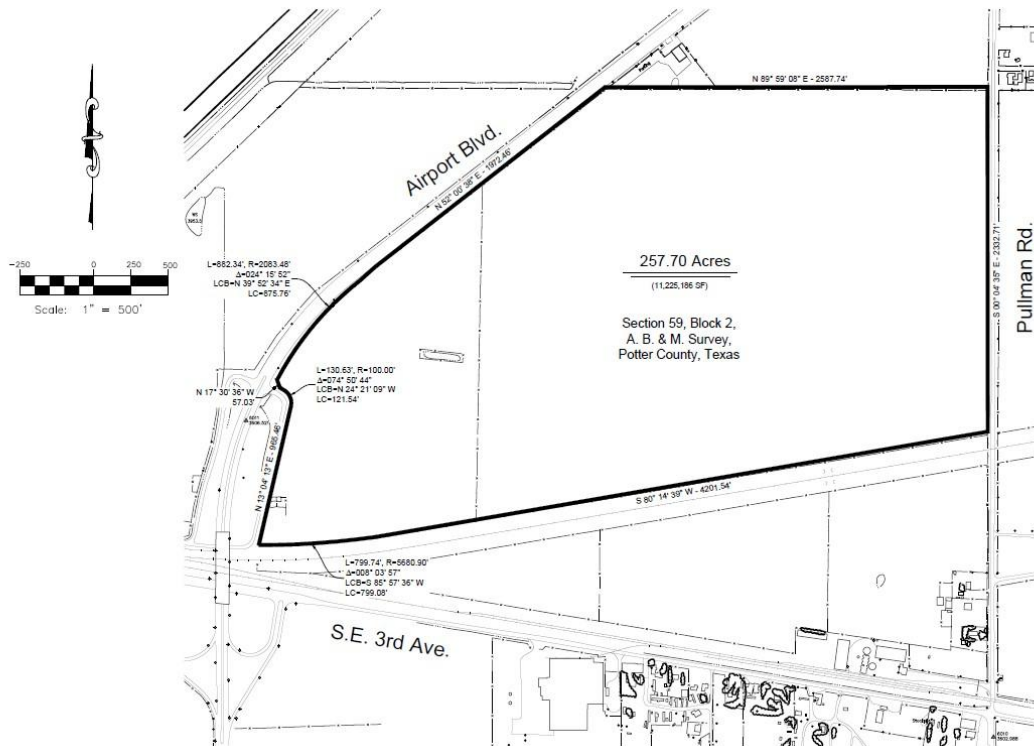


EXHIBIT B - Form of Deed (Subject to revision upon review of Title Report)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____, 2026

Grantor: International Paper Company, a New York corporation

Grantor's Mailing Address:

6400 Poplar Avenue
Memphis, TN 38197
Attn: Corporate Real Estate Department

Grantee: Amarillo Economic Development Corporation, a Texas non-profit corporation

Grantee's Mailing Address:

600 S. Tyler, Suite 1600
Amarillo, Texas 79101

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Property (including any improvements): That certain property in Potter County, Texas, described on Exhibit A, attached and incorporated herein for all purposes.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Those items listed on Exhibit B, attached hereto and incorporated herein by reference.

EXCEPT FOR (a) THE WARRANTY OF TITLE CONTAINED IN THIS DEED, AND (b) THE REPRESENTATIONS AND WARRANTIES MADE BY GRANTOR IN WRITING (I) IN THAT CERTAIN REPURCHASE AND SALE AGREEMENT (TO THE EXTENT SAME ARE TO SURVIVE CLOSING THEREUNDER, BUT NOT OTHERWISE), PURSUANT TO WHICH GRANTEE HAS PURCHASED THE PROPERTY, AND (II) IN THE DOCUMENTS DELIVERED BY GRANTOR UPON THE CLOSING OF THE SALE TO GRANTEE (COLLECTIVELY, THE “**CARVEOUTS**”), GRANTEE IS PURCHASING THE PROPERTY “**AS IS**” WITH ALL FAULTS AND DEFECTS, AND GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE CARVEOUTS, GRANTOR HAS NOT MADE AND

SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, AND GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR EXCEPT FOR THE CARVEOUTS. GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS DEED ARE AN INTEGRAL PORTION OF THIS DEED AND THAT GRANTOR WOULD NOT SELL THE PROPERTY TO GRANTEE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH HEREIN.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Notwithstanding anything else herein to the contrary, Grantor's warranty of title is limited to the acreage as described in that certain Special Warranty Deed recorded as Instrument #2023OPR0014543 in the Official Public Records of Potter County, Texas, and any excess acreage described herein is conveyed without any warranty of title.

{Signature Page Follows}

INTERNATIONAL PAPER COMPANY

By: _____
W. Neely Mallory IV, Director – Global Real Estate Services

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by **W. Neely Mallory IV, as Director – Global Real Estate Services** of International Paper Company, a New York corporation on behalf of said corporation.

Notary Public, State of _____

ACCEPTED BY GRANTEE:

Amarillo Economic Development Corporation

By: _____
Andreas Eckstein, PhD, President and CEO

**EXHIBIT A
TO SPECIAL WARRANTY DEED
PROPERTY DESCRIPTION**

A 257.767 acre tract of land lying in Section 59, Block 2, A. B. & M. Survey, Potter County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "Golladay 1478", found at the intersection of the North line of said Section 59 with the West right-of-way line of Pullman Road, from which a 2" iron pipe, found at the Northeast corner of said Section 59 bears North 89 degrees 59 minutes 08 seconds East, 101.0 feet; (Bearings relative to the Texas Coordinate System, North Zone, NAD83)

THENCE South 00 degrees 07 minutes 35 seconds East, along the West right-of-way line of said Pullman Road, for a distance of 2332.72 feet to a 1/2" iron rod with cap marked "Golladay 1478", found;

THENCE South 80 degrees 26 minutes 50 seconds West, a distance of 2661.46 feet to a point, whence a 1/2" iron rod with cap marked "Golladay 1478", bears Southwest, 0.3 feet;

THENCE continue South 80 degrees 26 minutes 50 seconds West, a distance of 1382.08 feet to a 3/8" iron rod with cap marked "HBD" set for the beginning of a curve to the right having a radius of 5279.58 feet;

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THENCE North 52 degrees 13 minutes 53 seconds East, a distance of 1938.75 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE North 52 degrees 22 minutes 17 seconds East, a distance of 35.18 to a 3/8" iron rod with cap marked "HBD" set in the North line of Section 59;

THENCE South 89 degrees 48 minutes 42 East, along the North line of Section 59, a distance of 2587.57 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed are of 257.767 acres of land.

EXHIBIT B
TO SPECIAL WARRANTY DEED
RESERVATIONS & EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Taxes for the year of closing not yet due and payable and all subsequent years.
2. Roll-back, change-in-use, and similar taxes whether related to or assessed before or after closing.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property.
4. All Leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
5. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., of any similar state laws.
6. Right of Way to Potter County, Texas, by instrument recorded in Volume 255, Page 214 of the Deed Records of Potter County, Texas.
7. Easement to Southwestern Bell Telephone Company by instrument recorded in Volume 461, Page 529 of the Deed Records of Potter County, Texas.
8. Easement to Southwestern Bell Telephone Company by instrument recorded in Volume 1817, Page 700 of the Official Public Records of Potter County, Texas.
9. Right of Way granted to American Telephone and Telegraph Company, recorded in Volume 566, Pages 225 and 227 and Volume 566, Page 231, Deed Records, Potter County, Texas.
10. Easement to American Telephone and Telegraph Company recorded in Volume 571, Page 241, Deed Records, Potter County, Texas.
11. Easement granted to American Telephone and Telegraph Company recorded in Volume 784, Page 585, Volume 784, Page 589 and Volume 793, Page 187, Deed Records, Potter County, Texas.
12. Easement Deed to United States of America recorded in Volume 798, Page 367 of the Deed Records of Deed Records, Potter County, Texas.
13. Easements granted to American Telephone and Telegraph Company, recorded in Volume 799, Page 43 and 49, Deed Records, Potter County, Texas.
14. Private Crossing Contract granted to American Telephone and Telegraph Company, recorded in Volume 805, Page 345, Deed Records, Potter County, Texas.
15. Gas Pipeline Easement to A.G. Attebury by instrument recorded in Volume 948, Page 462 of the Deed Records of Potter County, Texas.
16. Utility Easement to Southwestern Public Service Company by instrument recorded in Volume 1130, Page 13, of the Deed Records of Potter County, Texas and shown on survey dated August 25, 2022, as prepared by Richard E. Johnson of OJD Engineering, LLC, RPLS #4263.
17. Deeds to the State of Texas for Highway purposes recorded in Volume 1120, Page 413, Volume q. 1122, Page 242, Volume 1122, Page 633 and Volume 1126, Page 295, of the Deed Records of Potter County, Texas.
18. Terms, stipulations and conditions as set out by Boundary Line Agreement recorded in Volume 1542, Page 745, Official Public Records, Potter County, Texas.
19. Right of Way and Easement to Energas Company by instrument recorded in Volume 1850, Page 727 of the Official Public Records of Potter County, Texas.
20. Aviation Clear Zone Easement to City of Amarillo, Texas, by instrument recorded in Volume 1868, Page 195 of the Official Public Records of Potter County, Texas.

21. Utility Easement to Southwestern Public Service Company by instrument recorded under Clerk's File No. 2017OPR0011597 and 2017OPR0011983, of the Official Public Records of Potter County, Texas.
22. Right-of-Way Easement to American Telephone and Telegraph Company by instrument recorded in Volume 2078, Page 513 and Volume 2084, Page 55 of the Official Public Records of Potter County, Texas.
23. Right-of-Way Easement to Southwestern Public Service Company by instrument recorded in Volume 3034, Page 422 of the Official Public Records of Potter County, Texas.
24. Right-of-Way Easement to Southwestern Public Service Company by instrument recorded in Volume 3034, Page 427 and Clerk's File No. 1222999 of the Official Public Records of Potter County, Texas.
25. Subject to the provisions of Ordinance No. 5654 establishing the maximum construction elevations for structures on this property. This ordinance is recorded in Volume 1826, Page 206 of the Official Public Records of Potter County, Texas.
26. Subject to the provisions of Ordinance No. 5936 re-establishing the maximum construction elevations for structures on this property. This ordinance is recorded in Volume 2210, Page 263 of the Official Public Records of Potter County, Texas.
27. Public Utility Easement to Amarillo Economic Development Corporation by instrument recorded in Volume 3679, Page 315 of the Official Public Records of Potter County, Texas.
28. Easement Deed by Court Order recorded under Clerk's File No. 1277197, Official Public Records, Potter County, Texas.
29. Reservations of oil, gas, and other minerals contained in instrument recorded under Clerk's File No. 2022OPR0012951, Official Public Records of Potter County, Texas.
30. Groundwater rights as set out under Clerk's File No. 2022OPR0012951, Official Public Records of Potter County, Texas.

AFTER RECORDING RETURN TO:
600 S. Tyler St., Suite 1600
Amarillo, Texas 79101
Attn: Andreas Eckstein, PhD

PREPARED IN THE LAW OFFICE OF:
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105

Agenda Item 6



Resolution 2026-1

RESOLVED, that Andreas Eckstein, PhD, as President and CEO (“Eckstein”) of the Amarillo Economic Development Corporation (“Amarillo EDC”) be and hereby is authorized and directed to execute and deliver all Board-authorized contracts, deeds, agreements, instruments, and documents as may be necessary or appropriate to enter into and close agreements by Amarillo EDC. Any third-party may rely on this Resolution to establish Eckstein’s authority unless they have received written notice in advance, given pursuant to proper action of the Board of Directors of Amarillo EDC, that this authorization has ended.

APPROVED, this the 22nd day of October 2026, by action of the Board of Directors at its regular and properly-noticed meeting.

Elliot McKinney, Chairman
Board of Directors

Dipak Patel, Vice-Chairman/Secretary
Board of Directors

Agenda Item 7

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

MANAGERIAL REPORT

For the eleven months ended August 31, 2026

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

PRINCIPAL OFFICIALS

August 31, 2026

BOARD OF DIRECTORS:

Mr. Elliot McKinney	Chairman
Mr. Dipak Patel	Vice Chair / Secretary
Mr. Dean Crump	Director
Mr. Randy Burkett	Director
Mr. Brian Bruckner	Director

BOARD APPOINTMENTS:

Ms. Lola Ogunremi PhD, MBA, CPA, CFO, City of Amarillo	Treasurer
--	-----------

EX-OFFICIO MEMBER:

Mr. Grayson Path, City Manager, City of Amarillo

STAFF MEMBERS:

Mr. Andreas Eckstein, PhD	President & CEO
Mr. Doug Nelson, EDFP	Sr. Vice President
Ms. Hollie Shankle	Vice President
Mr. Andy Arias	Loan Officer
Mr. Paul Simpson	Director of Business Retention & Expansion
Ms. Annalisa Bailey	Operations & Workforce Manager
Ms. Brittani Ochoa	Administrative Assistant

AMARILLO ECONOMIC DEVELOPMENT CORPORATION
UNADJUSTED BALANCE SHEET
August 31, 2026

	<i>UNAUDITED</i>		<i>UNAUDITED</i>		<i>UNAUDITED</i>	
	OPERATING FUND 9110	PROJECT FUND 9120	TOTAL		9/30/2025 TOTAL	
ASSETS						
Current Assets:						
Cash	\$ 6,816,529	\$ 77,979,043	\$ 84,795,571	\$	60,295,435	
Investments	4,500,000	10,626,175	15,126,175		16,283,244	
Revenue Accruals	27,102	434,291	461,393		493,321	
Current Capital Lease Receivable	-	1,013,765	1,013,765		1,511,881	
Other Current Assets	48,123	-	48,123		48,123	
Due from Other Governments	255,603	1,983,141	2,238,743		2,238,743	
Due to/from AEDC Operating	(21)	-	(21)		-	
Due from General Fund	632,149	-	632,149		21,536,455	
Total Current Assets	12,279,485	92,036,415	104,315,900		102,407,202	
Restricted Assets:						
Cash--Debt Service	-	4,949,511	4,949,511		5,158,787	
Total Restricted Assets	-	4,949,511	4,949,511		5,158,787	
Property, Plant and Equipment:						
Land	-	12,066,428	12,066,428		12,066,428	
Buildings & Improvements	-	11,257,820	11,257,820		11,257,820	
Equipment & Vehicles	197,963	-	197,963		197,963	
Right to use lease asset	789,384	-	789,384		789,384	
Accumulated Depreciation & Amortization	(424,197)	(4,094,254)	(4,518,451)		(4,503,548)	
Construction In Progress	-	1,350,363	1,350,363		180,563	
Total Property, Plant and Equipment	563,150	20,580,357	21,143,507		19,988,609	
Other Assets:						
Economic Development Loans Net of Allowance for Credits, Uncollectable & Current Maturities	-	20,766,973	20,766,973		20,470,273	
EDC Loans Long Term Maturity	-	2,152,944	2,152,944		2,152,944	
Accrued Interest Receivable	-	469,145	469,145		469,145	
Total Other Assets	-	23,389,062	23,389,062		23,092,362	
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Outflows Related to OPEB Liability	50,384	-	50,384		50,384	
	-	-	-		-	
TOTAL DEFERRED OUTFLOWS OF RESOURCES	\$ 50,384	\$ -	\$ 50,384	\$	50,384	
TOTAL ASSETS	\$ 12,893,018	\$ 140,955,345	\$ 153,848,363	\$	150,697,345	

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

UNADJUSTED BALANCE SHEET

August 31, 2026

	<i>UNAUDITED</i>	<i>UNAUDITED</i>	<i>UNAUDITED</i>	
	OPERATING FUND	PROJECT FUND	TOTAL	9/30/2025 TOTAL
LIABILITIES AND FUND EQUITY				
Current Liabilities:				
Notes Payable	\$ 5,265	\$ -	\$ 5,265	\$ 19,746
Accounts Payable	18,248	410,161	428,408	5,679,946
Vouchers Payable	-	(25,985)	(25,985)	-
Capital Lease Payable	74,037	-	74,037	74,037
Accrued Expenses	-	-	-	42,894
Due To General Fund	-	-	-	174,982
Payroll	396,584	-	396,584	-
Due to Payroll	94,310	-	94,310	94,310
Incentive Payable - Current	-	-	-	-
Revenue Bonds--Current Maturities	-	-	-	4,780,000
Total Current Liabilities	588,443	384,175	972,619	10,865,915
Liabilities Payable from Restricted Funds:				
Accrued Interest	693	71,423	72,116	72,116
Total Liabilities Payable from Restricted Funds	693	71,423	72,116	72,116
Other Liabilities:				
Revenue Bonds Less Current Portion	\$ -	13,260,000	13,260,000	13,260,000
Incentives Payable - Long Term	-	-	-	15,608,029
Right-to-Use Lease Liability	458,322	-	458,322	458,322
Accrued Post Retirement Benefits	67,755	-	67,755	67,755
Net Pension Obligation	164,624	-	164,624	164,624
Annual Leave Benefits	390,829	-	390,829	390,829
Total Other Liabilities	1,081,530	13,260,000	14,341,530	29,949,559
Total Liabilities	1,670,666	13,715,598	15,386,264	40,887,591
DEFERRED INFLOWS OF RESOURCES				
Deferred Inflows Related To Lease Receivable	-	2,614,223	2,614,223	2,614,223
Deferred Inflows Related To TMRS	-			
Deferred Inflows Related To OPEB	40,003	-	40,003	40,003
TOTAL DEFERRED INFLOWS OF RESOURCES	\$ 40,003	\$ 2,614,223	\$ 2,654,226	\$ 2,654,226
Retained Earnings:				
Reserved For Revenue Bond				
Debt Service/Retirement	\$ -	4,878,088	4,878,088	5,086,671
Reserved For Capital Projects	-	3,358,611	3,358,611	3,358,611
Investment In Fixed Assets	563,150	8,513,929	9,077,079	7,922,181
Unreserved	10,619,199	107,874,895	118,494,095	90,788,064
Total Fund Equity	11,182,349	124,625,524	135,807,873	107,155,528
TOTAL LIABILITIES AND FUND EQUITY	\$ 12,893,018	\$ 140,955,345	\$ 153,848,363	\$ 150,697,345

AMARILLO ECONOMIC DEVELOPMENT CORPORATION
INCOME STATEMENT
For the eleven months ended August 31, 2026

	UNAUDITED		
	OPERATING FUND	PROJECT FUND	TOTAL
OPERATING REVENUES:			
Sales Taxes	\$ 3,265,394	\$ 23,946,225	\$ 27,211,619
TPRDC Contract Income	-	-	-
Rentals	-	521,389	521,389
Loan Interest, Discount Amortization	-	-	-
Total Operating Revenues	3,265,394	24,467,614	27,733,008
OPERATING EXPENSES:			
Incentives	-	3,646,324	3,646,324
Salaries, Wages & Fringes	1,249,137	-	1,249,137
Supplies	11,572	14,398	25,971
Contractual Services	627,677	368,940	996,617
Interest Expense	-	7,000	7,000
Other Charges	83,582	39,837	123,419
Job Credits	-	-	-
Depreciation	14,902	-	14,902
Capital Outlays	-	1,356	1,356
Amortization of Leasehold Costs	-	-	-
Total Operating Expenses	1,986,872	4,077,856	6,064,727
Operating Income (Loss)	1,278,523	20,389,758	21,668,281
NON-OPERATING REVENUES (EXPENSES):			
Interest Income	913,013	2,532,281	3,445,294
Unrealized Gains (Losses) On Investments	-	-	-
Gain (Loss) On Disposition of Property	-	546,148	546,148
Miscellaneous Revenue	79	3,546,368	3,546,447
Bad Debt Expense	-	-	-
Interest Expense & Fiscal Charges	-	(553,825)	(553,825)
Net Non-Operating Revenue (Expense)	913,092	6,070,972	6,984,064
Net income (loss)	2,191,615	26,460,730	28,652,345
Fund Equity, Beginning	8,990,734	98,164,794	107,155,528
Fund Equity, Ending	\$ 11,182,349	\$ 124,625,524	\$ 135,807,873

AMARILLO ECONOMIC DEVELOPMENT CORPORATION
BUDGET COMPARISION REPORT - OPERATING FUND
For the eleven months ended August 31, 2026

UNAUDITED				
	YEAR TO DATE	ANNUAL BUDGET	VARIANCE	%
REVENUE:				
Sales Tax	\$ 3,265,394	3,240,000	\$ 25,394	100.78%
Interest Income	913,013	210,000	703,013	434.77%
Contract Income	-	237,000	(237,000)	0.00%
Other income (expense)	79	-	79	-
Total Revenue	4,178,486	3,687,000	491,486	
EXPENSES:				
Salaries & Wages	\$ 896,237	1,077,400	181,163	83.19%
Employee Benefits	352,900	421,850	68,950	83.66%
Office	11,436	11,300	(136)	101.20%
Communication	11,965	18,050	6,085	66.29%
Postage	286	2,750	2,464	10.41%
Business Development	302,885	650,000	347,115	46.60%
Dues	12,309	19,000	6,691	64.78%
Subscriptions	13,703	16,500	2,797	83.05%
Rental Land & Buildings	89,835	97,500	7,665	92.14%
Rental Other Equipment	5,344	10,000	4,656	53.44%
Travel	5,394	26,000	20,606	20.74%
Local Market Development	25,087	53,250	28,163	47.11%
Professional Services	102,637	120,500	17,863	85.18%
Fiscal Agent Fee	75,000	75,000	-	100.00%
Meals & Local	1,387	14,200	12,813	9.76%
Office Equipment	-	11,000	11,000	0.00%
Auto Equip Repair & Maint	589	18,000	17,411	3.27%
Fuel & Oil	137	2,000		
Mileage Allowance	1,135	2,700		
Insurance & Bonds	63,703	70,000	6,297	91.00%
Interest Expense	-		-	
Depreciation	14,902	-	(14,902)	
Amortization	-		-	
Total Expenses	1,986,872	2,717,000	726,700	73.13%
Net Income (Loss)	\$ 2,191,615	\$ 970,000	\$ 1,218,186	

AMARILLO ECONOMIC DEVELOPMENT CORPORATION
CUMULATIVE PROJECT STATUS REPORT
Through August 31, 2026

UNAUDITED						
	ORIGINAL PROJECT	PRIOR YEAR PAYMENTS	CURRENT YEAR BUDGET	YEAR-TO-DATE PAYMENTS	CURRENT YEAR BALANCE	FUTURE COMMITMENTS
Retained Earnings Unreserved at August 31, 2026					\$ 107,874,895	
Company Projects:						
A-7 Austin dba Austin Hose	\$ 650,000	\$ 60,000	\$ 130,000	70,000	\$ 60,000	\$ 460,000
Affiliated Foods	500,000	120,000	100,000	-	100,000	280,000
AQHA	3,000,000	1,200,000	300,000	300,000	-	1,500,000
Asset Protection Unit, Inc.	1,250,000	280,000	20,000	-	20,000	950,000
Asset Protection Unit, Inc. (2024)	300,000	-	60,000	20,000	40,000	240,000
Cacique Foods, LLC	5,750,000		1,750,000	900,000	850,000	4,000,000
Caviness	1,000,000	160,000	200,000	70,000	130,000	640,000
Coast Packing Company	1,720,000	-	1,144,000	-	1,144,000	576,000
Golden Spread Electric Coop 2020	300,000	108,000	60,000	-	60,000	132,000
Jax Transport	3,300,000	660,000	210,000	150,000	60,000	2,430,000
Maxor	13,000,000	4,172,500	200,000	-	200,000	8,627,500
MWI Veterinary Supply Co - job creation incentive	750,000	67,500	75,000	42,000	33,000	607,500
Panhandle Pure, LLC	300,000	150,000	60,000	40,000	20,000	90,000
Plant AS	3,750,000	-	-	-	-	3,750,000
Producer Owned Beef	8,000,000	-	-	-	-	8,000,000
Sage Oil Vac	600,000	10,000	120,000	40,000	80,000	470,000
Sharpened Iron Studios, LLC	1,000,000	500,000	100,000	-	100,000	400,000
SSI Foods, LLC	1,500,000	1,160,000	300,000	300,000	-	40,000
TTU College of Veterinary Medicine	50,810,706	30,000,000	-	13,653,467	-	-
Unmanned Systems, Inc dba Albers Aerospace	58,000,000	8,000,000	10,000,000	-	10,000,000	40,000,000
	155,480,706	46,648,000	14,829,000	15,585,467	12,897,000	73,193,000
Other Incentive Projects:						
Innovation Outpost (Amarillo College)	3,000,000	1,800,000	600,000	600,000	-	600,000
TWC Workforce Grants	150,000	-	150,000	90,000	60,000	-
TIRZ #3 Infrastructure (CIP)	7,570,000	-	5,500,000	1,054,210	4,445,790	2,070,000
North East Interceptor Participation	17,440,050	849,952	601,503	-	601,503	15,988,596
Thrive Scholarship Program (2024)	2,600,000	305,608	400,000	317,884	82,116	1,894,392
WTAMU Amarillo EnterPrize Challenge 2019	405,000	386,658	18,342	-	18,342	-
WTAMU Amarillo EnterPrize Challenge 2022	399,000	398,192	808	-	808	-
WTAMU Amarillo EnterPrize Challenge 2023	500,000	468,595	31,405	-	31,405	-
WTAMU Amarillo EnterPrize Challenge 2024	225,000	177,105	47,895	32,300	15,595	-
WTAMU Amarillo EnterPrize Challenge 2025	300,000	-	300,000	201,750	98,250	-
WTAMU Amarillo EnterPrize Challenge 2026	500,000	-	500,000	300,000	200,000	-
	33,089,050	4,209,005	8,149,953	2,596,144	5,239,963	20,552,988
Total Projects, Interest Rebates and Incentives	188,569,756	51,034,110	22,978,953	18,181,611	18,450,809	93,745,988
Repair and Maint Services:						
Repair & Maintenance - Improvements	15,000	-	20,000	9,019	10,981	-
Repair & Maintenance of Land	35,000	-	40,000	10,268	29,732	-
Total Repair and Maint Services	50,000	-	60,000	19,287	40,713	-
Other Project Fund Expenses:						
Project Utilities	15,000	-	18,000	14,398	3,602	-
Legal and Professional Services	210,000	-	210,000	75,189	134,811	-
Ports-to-Plains Amarillo Membership (Annual)	125,000	-	115,000	114,464	-	-
Chamber of Commerce Marketing/Recruit (Annual)	80,000	-	80,000	80,000	-	-
Operating Expenses (Property Taxes)	50,000	-	50,000	39,837	10,163	-
High Ground of Texas Membership	25,000	-	25,000	25,000	-	-
Team Texas Membership	40,000	-	40,000	28,000	12,000	-
Texas Economic Development Corporation Membership	25,000	-	25,000	35,000	-	-
WTAMU Enterprise Challenge Administration (Annual)	80,000	-	80,000	80,000	-	-
Fiscal Agent Fees - Debt Service	699,680	-	699,680	625,440	74,240	-
Total Other Project Fund Expenses	1,349,680	-	1,342,680	1,117,328	234,816	-
Total Commitments	\$ 189,969,436	\$ 51,034,110	\$ 24,381,633	\$ 19,318,226	\$ 18,726,338	\$ 93,745,988
RETAINED EARNINGS AVAILABLE					\$ 89,148,558	

October 2026 Top 20 Sales and Use Tax Comparison Summary

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Round Rock	\$32,766,066.46	\$9,494,140.34	245.11%	\$188,910,693.76	\$107,835,531.48	75.18%
Abilene	\$8,279,822.75	\$5,972,482.18	38.63%	\$76,823,521.63	\$65,224,999.76	17.78%
Irving	\$13,405,106.06	\$10,773,558.49	24.42%	\$107,097,616.53	\$98,147,265.13	9.11%
Plano	\$11,301,447.52	\$9,772,274.78	15.64%	\$112,990,392.86	\$110,622,520.01	2.14%
Austin	\$32,514,376.26	\$28,519,187.41	14.00%	\$317,988,673.03	\$292,809,828.87	8.59%
Amarillo	\$10,273,088.35	\$9,014,275.07	13.96%	\$101,241,547.52	\$89,140,801.59	13.57%
McAllen	\$8,458,372.46	\$7,630,481.33	10.84%	\$89,877,611.41	\$83,170,406.17	8.06%
Dallas	\$37,938,003.10	\$34,375,269.02	10.36%	\$389,918,976.24	\$373,785,153.48	4.31%
Fort Worth	\$21,855,150.55	\$19,906,773.31	9.78%	\$222,150,071.39	\$205,020,135.23	8.35%
McKinney	\$8,742,810.44	\$8,049,178.68	8.61%	\$87,013,932.98	\$81,607,705.74	6.62%
Lubbock	\$9,715,440.43	\$8,992,840.86	8.03%	\$96,798,819.02	\$90,015,388.81	7.53%
Sugar Land	\$6,717,054.59	\$6,221,477.61	7.96%	\$70,847,772.16	\$66,302,720.27	6.85%
Arlington	\$16,323,593.54	\$15,145,139.18	7.78%	\$176,413,859.92	\$160,573,617.32	9.86%
Corpus Christi	\$8,580,760.70	\$7,967,575.93	7.69%	\$87,535,593.55	\$83,246,305.62	5.15%
Midland	\$7,717,117.20	\$7,172,881.13	7.58%	\$79,406,452.33	\$72,409,351.66	9.66%
El Paso	\$11,817,203.84	\$11,036,483.34	7.07%	\$126,609,533.23	\$115,293,607.05	9.81%
Frisco	\$12,315,964.82	\$11,580,336.87	6.35%	\$130,848,688.82	\$118,373,396.91	10.53%
Grand Prairie	\$7,372,326.15	\$6,947,498.48	6.11%	\$75,296,359.95	\$71,006,629.38	6.04%
Houston	\$76,007,241.26	\$71,917,043.41	5.68%	\$793,985,397.18	\$766,908,552.58	3.53%
San Antonio	\$36,660,525.35	\$38,291,482.92	-4.25%	\$393,400,288.89	\$414,900,445.28	-5.18%

Single Local Rate Collections

	Current Net Payment	Prior Year Net Payment	YoY Change
Amarillo	\$131,631.86	\$96,190.29	36.84%
Taxable Sales	\$7,521,820.57	\$5,496,588.00	\$2,025,232.57