



CITY COUNCIL REGULAR AGENDA

Tuesday, July 23, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 23, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

Gentlemen are requested to remove their hats inside the City Council Chambers. As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate." Please, no talking during the meetings. Take all conversations outside so that others can hear.

Thank you!

Open Session

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| 1. Call to Order | Moore |
| 2. Invocation | Moore |
| 3. Pledge of Allegiance to the United States Flag and to the Texas State Flag | Moore |

Public Comment

Public Comment – Members of the public are entitled to speak on any topic. Additionally, members of the public may comment on any action item before or during its consideration. Speakers are Requested to Stand at the Podium and State Their Name and Address. Speakers Should Fill out the Form at the Podium and Turn it into the City Secretary. Please Do Not Exceed Five (5) Minutes.

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| 4. Public Comment | Moore |
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Announcements, Presentations and Public Hearings

Public Hearings – The Council will take Input on Items Requiring Public Hearing Items **Prior** to any Action.

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| 5. Open Public Hearings | | Moore |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 622
RIDGELEA, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: LT 5 BK 2 RIDGELEA TERRACE 60X118
461 ACQ 072700 BLK/TRACT 2 0.158 ACRES – OWNER:
ESTATE OF THE LATE ANGELA FISHER OLIVER | 6-43 | Hagen |
| 7. Close Public Hearings | | Moore |

City Manager's Report

- | | | |
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| 8. City Manager's report on the following items: | | Darden |
| <ul style="list-style-type: none">• Update - Large Item Pickup, District 1• Update - Seal Coat• Russ McEwen Aquatic Center - Last Day, August 3rd• Budget Work Sessions - August 13th - 16th | | |

Consent Items

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|---|-------|-------------|
| 9. Approval of the City Council Minutes of the Regular Meeting of July 9, 2024. | 44-50 | Davis |
| 10. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of June 18, 2024 | 51-52 | Mark Willis |
| 11. Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the General Fund Budget for the Purpose of Amending the SmartGov Software Package to Implement Online Licensing; Providing for Severability; Providing for Publication ; and Providing an Effective Date | 53-55 | Smith |
| 12. Final Reading of an Ordinance Amending the Big Spring City Code, Chapter 40, "Parks, Recreation, and Cultural Affairs," Article V, "Moss Creek Lake," Section 40-151, "Admission | 56-59 | Bowles |

Regulations," to Authorize the City Manager to Temporarily Close Moss Creek Lake and the Surrounding City-Owned Area When Necessary for Reasons of Maintenance or Public Safety; A Person who Violates a Temporary Closure May be Subject to the Criminal Penalties Under Law for Trespassing; Providing for Repeal of Conflicting Ordinances; Providing for Severability; Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law; Providing for Publication; and Establishing an Effective Date

Vouchers

13.	Vouchers for 07/05/24	\$	1,190,939.02	Ornelas
	Vouchers for 07/12/24	\$	35,811.88	

Bids

14.	Consideration and Possible Action on Awarding a Bid for Security Services Associated with the Hangar 25 Door Replacement Project and Authorizing the City Manager or his Designee to Execute any Necessary Documents	60-66	Feeley
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New Business

15.	Acknowledge Receipt of the Quarterly Financial Report and of the Investment Report for the Quarter Ending June 30, 2024	67-92	Smith
16.	First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Amending the Airpark Fund Budget for the Purpose of Providing Security During the Replacement of the Doors for the Hangar 25 Museum; Providing for Severability; Providing for Publication; and Providing an Effective Date	93-94	Feeley
17.	First Reading of a Resolution Requesting Financial Assistance from the Texas Water Development Board; Authorizing the Filing of an Application for Assistance; Making Certain Findings in Connection Herewith; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date.	95-96	Bowles

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| 18. | First Reading of a Resolution Authorizing the Authorized Organization Representative to Accept the Award of the Grant Programs Directorate's Fiscal Year (FY) 2023 Assistance to Firefighters Grant to the Big Spring Fire Department; Providing For the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date. | 97-98 | Holt |
| 19. | Consideration and Possible Action to Authorize the City Manager to Execute Three (3) Estoppel and Recognition Agreements each among the City of Big Spring (Landlord), Municipal Corrections Finance, L.P. (Tenant), Citizens Bank, N.A. (Administrative Agent), and Ankura Trust Company, LLC (Collateral Agent) Relating to Certain Leased Premises and Property at Cedar Hill, the Airpark, and Flightline, within the City of Big Spring, Howard County, Texas. | 99-217 | Hagen |
| 20. | Consideration and Possible Action to Consider a Revised Online Code Solution & Supplementation Proposal from American Legal Publishing, and Authorizing the City Manager or His Designee to Negotiate and Execute any Necessary Documents. | 218-233 | Hagen |

Council Input

- | | | | |
|-----|-------|--|-------|
| 21. | Input | | Moore |
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Executive Session

- | | | | |
|-----|--|--|-------|
| 22. | Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meeting Act, Section 551.089, Texas Government Code, "Deliberation Regarding Security Devices or Security Audits; Closed Meeting" to Deliberate:
(1) security assessments or deployments relating to information resources technology;
(2) network security information as described by Section 2059.055(b); or
(3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. | | Moore |
| 23. | Reconvene into Open Session and Take any Necessary Action Regarding the Executive Sessions | | Moore |

The City Council reserves the right to meet in executive session on any agenda item should the need arise pursuant to Chapter 551, Subchapter D of the Texas Government Code, or the Texas Disciplinary Rules of Professional Conduct.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, July 19, 2024 at 5:00 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's Website, www.mybigspring.com, in accordance with legal requirements.


Tami L. Davis, City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTING TAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

622 RIDGELEA

Code Compliance Official: Shannon Fant

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF SHANNON FANT
CONCERNING 622 RIDGELEA**

BEFORE ME, the undersigned authority, on this day, personally appeared **Shannon Fant**, who, being by me duly sworn, deposed as follows:

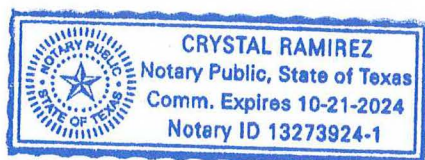
“My name is **Shannon Fant**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **622 RIDGELEA**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 18 day of July, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of July, 2024 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-2

Property Details

Account

Property ID:	285757	Geographic ID: B5190002400
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	622 RIDGELEA	
Map ID:		Mapsco:
Legal Description:	LT 5 BK 2 RIDGELEA TERRACE 60X118 461 ACQ 072700 BLK/TRACT 2 0.158 ACRES	
Abstract/Subdivision:		
Neighborhood:	MCEW1	
Owner 		
Owner ID:	21298	
Name:	OLIVER ANGELA FISHER	
Agent:		
Mailing Address:	2904 COLLINS RD BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	DP - DISABILITY HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$26,503 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,613 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$30,116 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$30,116 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$30,116
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2024 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: OLIVER ANGELA FISHER %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$30,116	\$24,093	\$57.56	
02B	CITY OF BIG SPRING	0.673163	\$30,116	\$19,093	\$128.53	
03B	BIG SPRING ISD	0.930900	\$30,116	\$0	\$0.00	\$0.00
052	HOWARD COLLEGE	0.168395	\$30,116	\$24,093	\$40.57	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$226.66

Estimated Taxes Without Exemptions: \$605.74

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
622 RIDGELEA CASE NOTES

“This record, attached as **Exhibit A-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

This record was kept in the course of a regularly conducted business activity of the Code Compliance Department of the City of Big Spring, Texas.

Making this record was a regular practice of that activity.

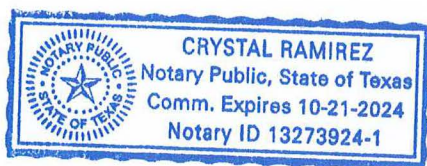
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout certain data.
7. I used the proper procedures to obtain the readout.
8. The computer was in working order at the time I obtained the readout.
9. I recognize the attached **Exhibit A-3** as the readout.”

SIGNED on the 18 day of July, 2024.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of July, 2024

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Thursday, 27 June
2024 12:19

Case # 24-00000916
Site Address: 622 RIDGELEA
Case Description: SUBSTANDARD STRUCTURE IN BACKYARD

Parcel # : 285757

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		REINSPECTED FOUND TO BE NONCOMPLIANT AND NOONE REACHED OUT ABOUT THE PROPERTY WILL PROCEED TO LEGAL.	Shannon Fant	06/27/24	
SITE VISIT		reinspected property nothing has been done on back structure. will proceed.	Malissa Garcia	06/10/24	
SITE VISIT		INSPECTED THE PROPERTY FOUND SUBSTANDARD STRUCTURE LOCATED IN THE BACKYARD OF THE PROPERTY WITH ROOF CAVING IN AND WEATHER DAMAGE NO DOORS OR WINDOWS WILL SEND NOTICE TO THE PROPERTY OWNER	Shannon Fant	06/06/24	

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On June 6th, 2024 and June 10th, 2024, I inspected the property described as:

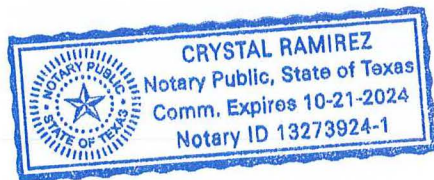
LT 5 BK 2 RIDGELEA TERRACE 60X118 461 ACQ 072700 BLK/TRACT 2
0.158 ACRES Big Spring, Howard County, Texas, also known as **622**
RIDGELEA, Big Spring, Texas.

Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 18 day of July, 2024.

Shant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of July, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-4



Galaxy Tab S8+
June 06, 2024 1:49 PM



Galaxy Tab S8+
June 06, 2024 1:49 PM



Galaxy Tab S8+
June 06, 2024 1:49 PM



Galaxy Tab S8+
June 06, 2024 1:49 PM



Galaxy Tab S8+
June 06, 2024 1:49 PM



Galaxy Tab S8+
June 06, 2024 1:50 PM



Galaxy Tab S8+
June 06, 2024 1:50 PM





June 10, 2024 9:48 AM



June 10, 2024 9:48 AM

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY SHANNON FANT**

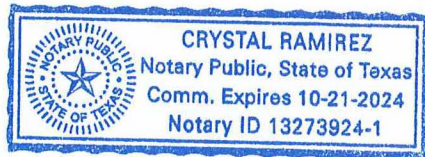
“The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit A-5** is also attached.

SIGNED on the 18th day of July, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of July, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-5



City of Big Spring, TX

217 East 3rd St.
Big Spring, TX 79720
Phone: 432-264-2504
Fax: 432-264-7024
[https://www.mybigspring.com/
permits@mybigspring.com](https://www.mybigspring.com/permits@mybigspring.com)

June 25, 2024

2904 COLLINS RD
BIG SPRING, TX 79720

RE: Code Compliance Case No. 24-00000916

OLIVER ANGELA FISHER,

Location : 622 RIDGELEA , BIG SPRING TX

Complaint Description:

SUBSTANDARD STRUCTURE IN BACKYARD

Property Maintenance Code Sec. 304.1.1 Premises and exterior property of structure is not maintained and is determined to be as unsafe, does not meet minimum building standards and needs to be brought up to building code.

DEADLINE FOR COMPLIANCE IS SEVEN DAYS FROM DATE OF MAILING 06.25.2024



City of Big Spring, TX

217 East 3rd St.
Big Spring, TX 79720
Phone: 432-264-2504
Fax: 432-264-7024
[https://www.mybigspring.com/
permits@mybigspring.com](https://www.mybigspring.com/permits@mybigspring.com)

304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight. 5. Reserved. 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and is not capable of supporting all nominal loads and resisting all load effects. 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12. Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13. Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Regards,
Shannon Fant 
Code Enforcement
432.264.2508



Code Compliance

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

July 12, 2024

Estate of the late Angela Fisher Oliver
2904 Collins Rd.
Big Spring, Texas 79720

Estate of the late Angela Fisher Oliver
622 Ridgelea Dr.
Big Spring, Texas 79720

Re: 622 RIDGELEA, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 5 BK 2 RIDGELEA TERRACE 60X118 461 ACQ
072700 BLK/TRACT 2 0.158 ACRES, Howard County

Big Spring Code Compliance has determined that at the following structure(s): REAR STRUCTURE, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings. 3. Any building, structure, or portion thereof that is dangerous.	The structure lacks doors and windows and has weather damage. The roof of the structure is caving in, making the structure dangerous. The building is neglected, damaged, dilapidated and unsecured so as to constitute an attractive nuisance. Hazardous condition.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects. 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	Weather damage appears to have affected the building's load-carrying capacity. Deterioration has affected the anchorage of the roof to the walls, which appears to have also reduced load-carrying capacity. The roof appears to be caving in. The roof appears to admit rain and has signs of deterioration. The overhang extensions and awnings of the structure appear to have deteriorated. Unsafe condition.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.
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The following actions are required to correct the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure and vacate the structure(s) until the violation(s) are resolved,
and:

DEMOLITION OR REPAIR
of REAR STRUCTURE.

For further information about this notice, please contact the following person:

Issued by

Shannon Fant

Name

Code Compliance Official

Title

+1 (432) 264-2508

Phone

sfant@mybigspring.com

E-mail

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE.

Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This

proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, July 23, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City Code provides the following concerning the conduct of the hearing:

SECTION A-1.10. Rights of Parties

(a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

(d) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

Section C-9.02 (c)The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

FAILURE TO COMPLY/ATTACHMENT OF LIEN. If the owner of a premises fails to comply with an order of the Board within the time prescribed, and the City conducts abatement or work, either through an available public agency or by contract or arrangement with private persons, and the cost of such abatement work shall be charged against the real estate upon which the nuisance is located and shall be a lien on such real estate.

NOTICE TO OWNER: According to the real property records of Howard County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the property— with conditions and exceptions stated in PMC Sec. 111.6.

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

CITY CODE. The City Code is online at https://library.municode.com/tx/big_spring. See Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at <https://codes.iccsafe.org/codes/i-codes>.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shannon Fant', is written over a horizontal line.

Shannon Fant, Code Compliance Official
City of Big Spring, Texas

9589 0710 5270 1221 6684 72

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For delivery information, visit our website at www.usps.com .	
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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
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☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Estate of the late Angela Fisher Oliver Street and Apt. No., or PO Box No. 622 Ridgelea Dr. City, State, ZIP+4 [®] Big Spring, TX 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 1221 6684 65

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Certified Mail Fee \$	7/12/2024 Postmark Here 622 RIDGELEA Final Notice
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Estate of the late Angela Fisher Oliver Street and Apt. No., or PO Box No. 2904 Collins Rd. City, State, ZIP+4 [®] Big Spring, TX 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052701221668472

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Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt

Reminder to Schedule Redelivery of your item

July 18, 2024

Available for Pickup

BIG SPRING

501 S MAIN ST

BIG SPRING TX 79720-9998

M-F 0800-1700; SAT 0900-1200

July 13, 2024, 8:55 am

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package?_gl=1*s5gawp*_gcl_au*OTY2MDgzMDc0LjE3MjAxODgyMjU.*_ga*NTkyMzYwMDk0LjE3MTIwOTU1MDA.*_ga_3NXP3C8S9V*MTcyMTM5NDg2Ni4zNC4xLjE3MjEzOTQ5) ([https://faq.usps.com/s/article/Where-is-my-package?](https://faq.usps.com/s/article/Where-is-my-package?_gl=1*s5gawp*_gcl_au*OTY2MDgzMDc0LjE3MjAxODgyMjU.*_ga*NTkyMzYwMDk0LjE3MTIwOTU1MDA.*_ga_3NXP3C8S9V*MTcyMTM5NDg2Ni4zNC4xLjE3MjEzOTQ5))

_gl=1*s5gawp*_gcl_au*OTY2MDgzMDc0LjE3MjAxODgyMjU.*_ga*NTkyMzYwMDk0LjE3MTIwOTU1MDA.*_ga_3NXP3C8S9V*MTcyMTM5NDg2Ni4zNC4xLjE3MjEzOTQ5

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Feedback

Tracking Number:

Remove X

9589071052701221668465

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Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt

● **Reminder to Schedule Redelivery of your item**
July 18, 2024

● **Notice Left (No Authorized Recipient Available)**
BIG SPRING, TX 79720
July 13, 2024, 11:18 am

● **See All Tracking History**

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

See More ▼

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

§

COUNTY OF HOWARD

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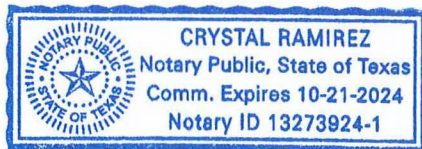
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for July 23, 2024, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on July 12, 2024.”

SIGNED on the 18th day of July, 2024.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 18 day of July, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-6



Code Enforcement

217 E 3rd St., Big Spring, Texas 79720 · Ph. 432-264-2505

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **JULY 23RD, 2024, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4th ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

622 RIDGELEA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 2 RIDGELEA TERRACE 60X118 461 ACQ 072700 BLK/TRACT 2 0.158 ACRES – OWNER: ANGELA FISHER OLIVER

THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna

Nick Reyna, Building Official, City of Big Spring



STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, July 9, 2024, with the following members present in person:

COUNCIL MEMBER HOMER WILKERSON
MAYOR PRO TEM TROY TOMPKINS
MAYOR ROBERT MOORE
COUNCIL MEMBER DANIEL MORENO
COUNCIL MEMBER DIANE YANEZ
COUNCIL MEMBER CODY HUGHES

Same and constituting a quorum, for which four Council Members must be present; and the following staff in person;

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
HAYLEY LEWIS	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

Mayor Moore called the City Council meeting to order at 5:30 p.m.

Invocation

Ricky Carstensen, First Methodist Church, gave the invocation.

Pledge of Allegiance to the United States Flag and to the Texas State Flag

Mayor Moore led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

One citizen spoke regarding the Little League Teams and asked the council to help the league get back on their feet financially by waiving the \$25.00 per child fee for a few years.

Announcements, Presentations and Public Hearings

MOTION WAS MADE BY Mayor Moore to open the below listed public hearings, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member
Moreno**

NAYS: None 0

MOTION PASSED

Presentation of Awards and Award Winning "Pops in the Park" Video by Big Spring Convention and Visitor's Bureau

Hayley Lewis, Community Services Director, and James Womble, Tourism Coordinator, presented a "Pops in the Park Celebration" video and two awards that the video received: the 2024 Communicator Award for 2024 Award of Distinction and the 2024 Bronze Telly Award for Live Events and experience-based videos.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 901 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES – OWNER: ESTATE OF SANTIAGO LEAL

MOTION WAS MADE BY Mayor Moore to abate the above captioned property (901 N. Goliad), seconded by Council Member Hughes.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member
Moreno**

NAYS: None 0

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 303 E 6TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES – OWNER: ROSEMARY E. BIRGE

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (303 E. 6th), seconded by Council Member Hughes.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member**

Moreno
NAYS: None

0
MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 401 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES – OWNER: VICTOR DOMINGUEZ GARCIA

MOTION WAS MADE BY Council Member Hughes to abate the above captioned property (401 NE 10th), seconded by Council Member Wilkerson.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member
Moreno
NAYS: None 0

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 711 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES – OWNER: FELIP L. VILLA AND ESTELLA VILLA

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (711 E. 16th), seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member
Moreno
NAYS: None 0

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1411 BLUEBIRD, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES – OWNER: FREDRICK C. COLEMAN

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (1411 Bluebird), seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member
Moreno
NAYS: None 0

MOTION PASSED

MOTION WAS MADE BY Mayor Moore to close the above captioned public

hearings, seconded by Mayor Pro Tem Tompkins.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno 6

NAYS: None 0

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 1 - July 17th

Todd Darden, City Manager, reported on the above captioned items as follows:

Large Item Pickup for District 1 will be on July 17th; and expressed condolences to the family of Pat Simmons.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of June 25, 2024.

Final Reading of a Resolution Providing For the City's Approval or Disapproval of the Howard Central Appraisal District's Fiscal Year 2025 Budget; and Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned minutes and resolution, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno 6

NAYS: None 0

MOTION PASSED

Vouchers

Vouchers for 06/28/24 \$ 990,968.12

Council Member Moreno reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member Moreno to approve the above captioned vouchers, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member 6

Moreno
NAYS: None

0
MOTION PASSED

Vouchers for 07/05/24 \$ 1,190,939.02

Council Member Ornelas was not present at this meeting and was not able to review the above captioned vouchers at this time and will be added to the next agenda.

New Business

Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney

City Council acknowledged receipt of the above captioned quarterly claims.

Consideration and Possible Action to Approve a National Fitness Campaign Grant and Authorizing the City Staff to Seek Grants for Additional Funding.

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned grant for the fiscal year 24-25, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno

NAYS: None

6
0
MOTION PASSED

Consideration and Possible Action to Approve a Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Staff recommended to postpone the above captioned item to a later date.

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the General Fund Budget for the Purpose of Amending the SmartGov Software Package to Implement Online Licensing; Providing for Severability; Providing for Publication ; and Providing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned ordinance, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno

NAYS: None

6
0

MOTION PASSED

Emergency Reading of an Ordinance Amending the Big Spring City Code, Chapter 40, "Parks, Recreation, and Cultural Affairs," Article V, "Moss Creek Lake," Section 40-151, "Admission Regulations," to Authorize the City Manager to Temporarily Close Moss Creek Lake and the Surrounding City-Owned Area When Necessary for Reasons of Maintenance or Public Safety; A Person who Violates a Temporary Closure May be Subject to the Criminal Penalties Under Law for Trespassing; Providing for Repeal of Conflicting Ordinances; Providing for Severability; Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law; Declaring an Emergency; Providing for Publication; and Establishing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Tompkins to approve the above captioned ordinance as an emergency reading, seconded by Council Member Hughes.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Wilkerson, 5
Mayor Pro Tem Tompkins, Council Member Moreno**

NAYS: Council Member Yanez

1

MOTION PASSED

The above captioned ordinance passed as a first reading due to the lack of a majority vote for an emergency reading and will be brought back for a second reading.

Council Input

Input

There was no council input at this time.

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act: Section 551.071, Texas Government Code, to Receive Attorney Advice and Consultation; and Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person:

Leases of Municipal Corrections Finance, L.P. (Geo), 3700 Wright Ave ("Airpark"), 3711 Wright Ave. ("Cedar Hill") and 2001 Rickabaugh Ave. ("Flightline"), Big Spring, Texas
Mayor Moore adjourned the City Council into executive session at 6:18 p.m.

Reconvene into Open Session and Take Any Necessary Action on Executive Session Items

Mayor Moore reconvened into open session at 6:32 p.m. No action taken at this time.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:33 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, June 18, 2024, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, June 18, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on June 14, 2024, to Board of Directors, the news media, and duly posted on June 14, 2024, by Teresa Morris in compliance with the Open Meetings Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, June 18, 2024, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the May 21, 2024, Regular Meeting, Consideration/Action to Approve May Investment Report and Financials, Goals Work Session, Budget Work Session, Directors Report, Board Comment, and Adjourn".

Directors Present:

Ms. Anna Scott- President
Mr. Cody Williams- Vice President
Mr. Kevin Armstrong
Mr. Brent Strande

Directors Absent:

Mr. Joel De La Garza- Secretary/Treasurer
Mr. Raul Benavides

Staff Present:

Mr. Mark Willis, Ms. Teresa Morris

Guests that signed in: Daniel Moreno

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Ms. Scott called the meeting to order at 5:15 p.m. Mr. Armstrong led the invocation and pledge.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3- Action on Minutes of the May 21, 2024, Regular Meeting:

Ms. Scott presented the Minutes. The motion to accept the Minutes was made by Mr. Williams seconded by Mr. Strande. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Consideration/Action to Approve May Investment Report and Financials:

Ms. Morris presented the investment report and financials, and Mr. Strande made a motion to approve seconded by Mr. Armstrong. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Goals Work Session:

Mr. Willis presented the Goals for 2024-2025. There were no changes to the Goals presented and will be brought back for approval at the next meeting.

ACTION ITEM # 6- Budget Work Session:

Mr. Willis asked the Board if there was anything that they would like to see added to the budget while discussing the renovation of the building signage and landscaping along with exterior windows and doors. The full budget will be presented for approval at the next meeting.

ACTION ITEM #7- Directors Report:

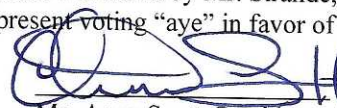
Projects: The ABS Wind incentive package has been approved by the City Council and the Lease Contract is currently being written. Contracts associated with the Crossroads Business Park are nearing completion and bids for the water tower project on the Airpark that will support the park are in. The Samsung battery

storage incentive package has been approved by the County Commissioners Court and will be presented to Howard College leadership in July. Meetings: EDC staff met with one of the new City Council members and briefed him on the various aspects of the organization, continues to meet with prospects interested in Crossroads Business Park locations when the infrastructure is in place. The EDC Director attended the TEDC mid-year conference, did two monthly radio interviews, attended the monthly Airpark Advisory Board meeting, participated in 4 City staff meetings, participated in two City Council meetings. The EDC Associate Director is working with the Chamber of Commerce, Howard College, local school districts, Texas Workforce Commission and local industries to develop a School to Industry program for Howard County to keep local students in the local workforce, attended the Chamber of Commerce Business Roundtable monthly meeting, Attended Delek's 2nd Annual Safety Day Conference. The next Board meeting is tentatively scheduled July 16th.

AGENDA ITEM #8-Board Comments: Mr. Strande and Mr. Armstrong are excited about the economic progress of the community.

AGENDA ITEM #9- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Strande, seconded by Mr. Williams. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:42 pm on June 18, 2024.



Ms. Anna Scott, President

ATTEST:



Mr. Joel De La Garza, Secretary/Treasurer



Memorandum

Date: July 9, 2024
From: Sandy Smith, Finance Director
To: Mayor and City Council
Re: 2023-24 Budget Amendment

In October 2020, the City of Big Spring entered into an agreement with Dude Solutions for a software package that would handle online permitting and licensing. The code enforcement and permitting aspect of the software package has been implemented, but the licensing part of it has not been.

We need to amend our contract to include enough templates to implement the licenses.

The total cost to upgrade the software for licensing will be \$10,470.62, and we will need to amend account 002-021-300-5411-000 by that amount.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF AMENDING THE SMARTGOV SOFTWARE PACKAGE TO IMPLEMENT ONLINE LICENSING; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the annual 2023-24 budget for the City of Big Spring, Texas on September 26, 2023 (“Budget”); and

WHEREAS, the City Manager and the Finance Director recommend that the City Council increase the General Fund budgeted expenditures and amend the Budget previously approved; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS THAT:

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of \$10,470.62 to account 002-021-300-5411-000 for the purpose of amending the SmartGov software package to include enough templates to implement online licensing. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 049-2023 shall remain in full force and effect.

SECTION 3. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the reminder of this ordinance shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 6. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 7. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **July, 2024** with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **23rd** day of **July, 2024** with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Date: Tuesday, July 09, 2024
Subject: Moss Lake Operation Hours

Action Requested: Authorizing the City Manager to make changes to operation hours

Background Information: Moss Lake has received several complaints and inquiries about the condition of the facilities, and staff would like to address these without endangering visitors.

Staff recommendation: Staff are looking to adjust the hours of Moss Lake by only opening Friday through Sunday to make much needed improvements to the lake. Certain items will be easier to complete without having to worry about visitors' safety. A few examples are as follows:

1. The lake needs the bathrooms to be cleaned and repaired to return to working conditions.
2. The old living quarters need to be demolished and removed from the housing area.
3. The swimming area needs new buoys to properly mark where it is safe to swim
4. The roads need to be redone and resealed.

We are asking the council to authorize the city manager to have discretion to close the lake during weekdays, excluding holidays.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE BIG SPRING CITY CODE, CHAPTER 40, "PARKS, RECREATION, AND CULTURAL AFFAIRS," ARTICLE V, "MOSS CREEK LAKE," SECTION 40-151, "ADMISSION REGULATIONS," TO AUTHORIZE THE CITY MANAGER TO TEMPORARILY CLOSE MOSS CREEK LAKE AND THE SURROUNDING CITY-OWNED AREA WHEN NECESSARY FOR REASONS OF MAINTENANCE OR PUBLIC SAFETY; A PERSON WHO VIOLATES A TEMPORARY CLOSURE MAY BE SUBJECT TO THE CRIMINAL PENALTIES UNDER LAW FOR TRESPASSING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a municipality enjoying home rule in the State of Texas; and

WHEREAS, City Council is the governing body of the City of Big Spring under Section 1a, Article IV, in the Charter of the City of Big Spring; and

WHEREAS, the City maintains Moss Creek Lake as a public park outside of city limits, the use of it by members of the public being temporary only; and

WHEREAS, entrance to the area opens at 7:00 a.m. and closes at 10:00 p.m under ordinance, Section 40-151(d), Big Spring City Code; and

WHEREAS, Council has delegated the authority to adopt rules in writing not inconsistent with its ordinances under Section 40-151(e); and

WHEREAS, Maintenance issues at Moss Creek Lake necessitating temporary closure as soon as possible have arisen and may conceivably in the future arise again; and

WHEREAS, City Council finds that it is in the public interest to delegate to the City Manager the additional authority to temporarily close the park for reasons relating to maintenance, and, should the need arise, public safety; and

WHEREAS, Persons who violate the rules of the park, including the hours of admission and the times when it may be closed under this ordinance may be subject to the criminal penalties of the law for trespassing;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. Section 40-151, “Admissions regulations,” Article V, “Moss Creek Lake,” in Chapter 40, “Parks, Recreation, and Cultural Affairs,” is hereby amended in part as follows:

Big Spring City Code
Chapter 40 - Parks, Recreation, and Cultural Affairs
Article V - Moss Creek Lake

Section 40-151. Admission regulations.

...

- (d) *Hours of operation.* Entrance to the area surrounding the lake shall open at 7:00 a.m. and close at 10:00 p.m. . . .
- (e) *Rules and regulations.* The City Manager shall have the discretion to adopt in writing, filed with the City Secretary, rules and regulations governing the lake or its surrounding area owned by the city which are not inconsistent with this article. This authority is delegated to the Public Works Director, except if the City Manager files a writing with the City Secretary rescinding or changing the delegation. Upon causing a sign notifying of the closure at the entrance of the park, the City Manager may temporarily close to the public all or part of Moss Creek Lake and the surrounding city-owned property located in the county for reasons of maintenance or public safety.
- (f) Use of Moss Creek Lake is temporary only. . . .

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 3. This Ordinance is ordered to be codified.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 5. Should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 6. It is hereby officially found and determined that the meeting at which this Ordinance was adopted is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 7. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 8. This Ordinance shall be in full force and effective from and after its second publication as required by law.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 9th day of July, 2024 with Council Members Hughes, Moore, Wilkerson, Tompkins and Moreno voting “aye” for the passage of same. Council Member Yanez, being opposed, voting “nay” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 23rd day of July, 2024 with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



CITY OF
Big Spring

MEMORANDUM

Date: July 23, 2024

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Mike Feeley A.A.E., Airport Director

Re: Authorization for an award of a bid for security services from Ranger Guard for providing site security at Hangar 25 during the replacement of the doors on the hangar at McMahon-Wrinkle Airport

Background: Jacob Martin, our consultant issued a Request for Proposals (RFP) for the replacement of the Hangar 25 Doors on behalf of the city and received bids for that effort on April 30, 2024. On June 18, 2024, the City Council authorized the award of the project to WR Construction, Inc. (WR) out of Lubbock, Texas. Staff participated in a pre-construction meeting with WR on June 24, 2024, and received the project timeline. The milestones associated with that timeline are as follows:

Existing Door Removal/Demolition: 10 days - August 12 to 22, 2024
Concrete Footings: 21 Days – August 22, 2024, to September 12, 2024
Structural Steel: 20 days – September 12, 2024, to October 2, 2024
Hangar Door Install: 17 days – October 2, 2024, to October 19, 2024

Discussion: Staff has programmed the removal of all or some of the aircraft that are currently in the hangar using contract services and the aircraft tug that the city recently purchased. The aircraft are either on loan from the USAF Museum or belong to the City of Big Spring, the museum does not own any of the static display aircraft assets. Staff will evaluate moving those aircraft “out of harm’s way” of the old doors potentially falling during removal. The aircraft will be towed to the south community hangar on the airport’s west side. In addition to the aircraft, staff will be relocating most of the static memorabilia displays to the same hangar location. Unfortunately, there are many items on the walls and that included in the display that are of significant value to the museum and citizens alike and cannot be removed, like the stained-glass window from the old chapel. As a result, staff are proposing to hire private security to ensure the memorabilia are protected from theft or vandalism while the doors are removed.

During the period August 12, 2024, through October 19, 2024, staff plans to provide security coverage using airport personnel Monday through Friday from 7 a.m. to 5 p.m. Staff are proposing to contract security services from 5 p.m. to 7 a.m. Monday through Friday and for 24 hours-a-day Saturday and Sunday weekly. Based on the necessary coverage staff have determined there are 118 hours a week needed by contracted security services.

Staff solicited bids from Guardian, Ranger and Allied with only Guardian and Ranger responding. The hourly rate for each is as follows:

Guardian PI Inc.: \$45.00 dollars per hour, total estimated cost \$53,100.00

Ranger Guard: \$39.00 dollars per hour, total estimated cost \$46,020.00

Allied: No Bid

Based on the responses staff recommends award of the services to Ranger Guard with a total estimated cost of \$46,020.00 assuming all hours are necessary. The fund account associated with this effort will be 410-021-610-5521 Special Services with additional resources transferred from another operating account 410-021-610-5311 Maintenance of Buildings.

Guardian PI Inc

3404 W. Illinois Ave, Suite 108
Midland, TX 79703-5600 US
+14326313682
office@guardianpiinc.com
www.guardianpiinc.com

**Estimate****ADDRESS**

Hangar 25 Museum
1911 Apron Drive
Big Spring, TX 79720

ESTIMATE
DATE

AIRPORT
07/09/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/12/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/13/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/14/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/15/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/16/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/17/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
08/18/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
08/19/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/20/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/21/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/22/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/23/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/24/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
08/25/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
08/26/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/27/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/28/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/29/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/30/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
08/31/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
09/01/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
09/02/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
09/03/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
09/04/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T

09/05/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
09/06/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
09/07/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
09/08/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
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09/15/2024	Officer	Commissioned Security Officer 7a-7a	24	45.00	1,080.00T
09/16/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
09/17/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
09/18/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
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10/07/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
10/08/2024	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T
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09/13/8202	Officer	Commissioned Security Officer 5p-7a	14	45.00	630.00T

Thank you for the opportunity to provide our services.

SUBTOTAL

53,100.00

TAX

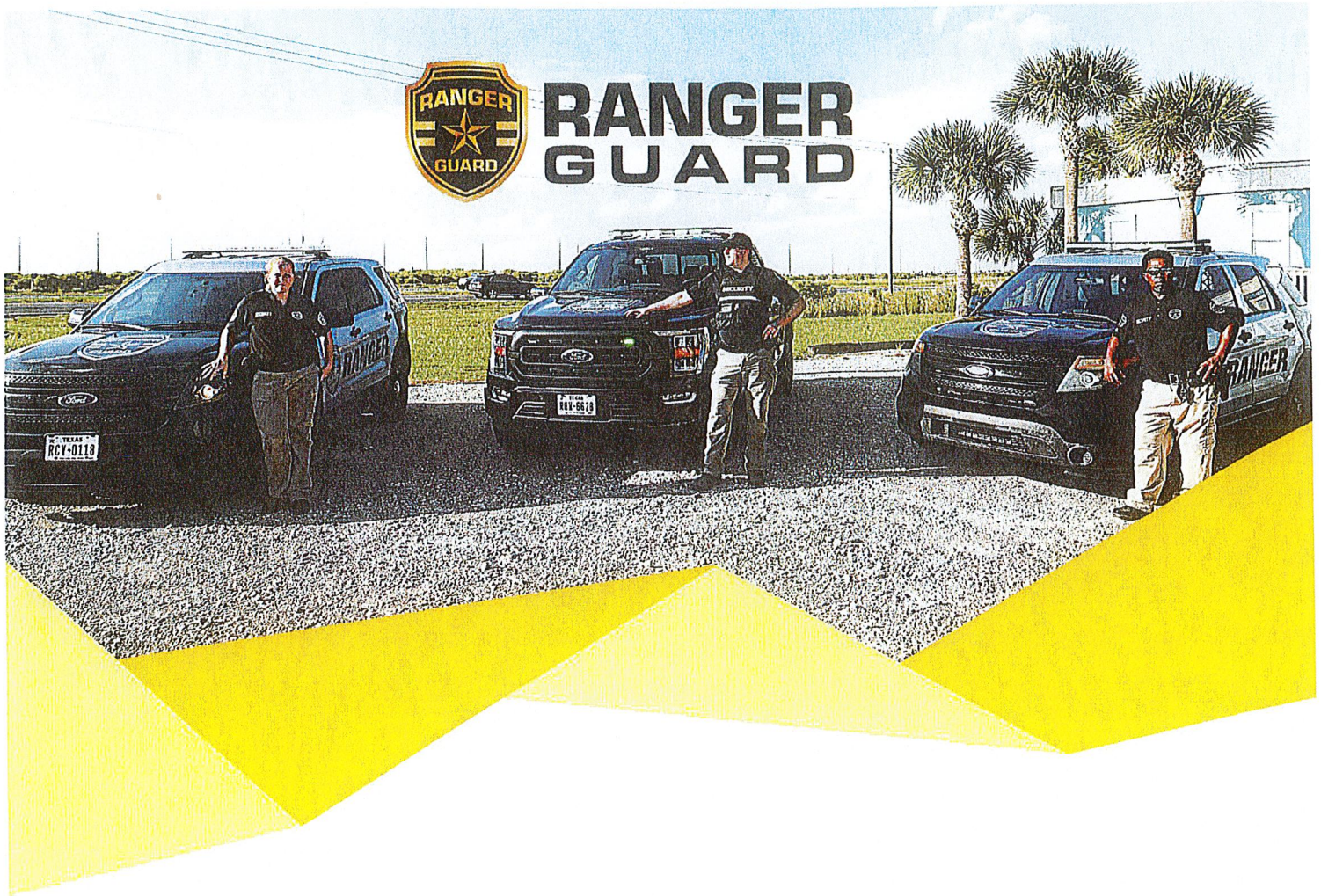
0.00

TOTAL

\$53,100.00

Accepted By

Accepted Date



RANGER GUARD

SECURITY PROPOSAL

Prepared For: Hangar 25 Air Museum

Detailing:

- *Services Provided and Rates*
- *Terms & Conditions*
- *How Ranger Guard will support you*



Website: rangerguard.net
 Email: sales@rangerguard.net
 Phone: 713-999-9955

EXHIBIT A - Standing Guard Service

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Unarmed Guard	24	14	14	14	14	14	24	118
Mon-Fri 5p-7a Sat Sun 24hrs								

EXHIBIT B - Pricing Summary

	Bill rate	Weekly hour	Weekly total	Monthly total
Unarmed Guard	\$39.00	118	\$4,602.00	\$19,996.79
Mon-Fri 5p-7a Sat Sun 24hrs				

Summary for All Costs

	Total
Weekly Cost of Standing Guard	\$4,981.67

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO JUNE 30, 2024
3rd QTR - 75%

GENERAL FUND

	Original Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
40-FEES	17,695,300		17,695,300	15,459,333	2,235,967	87.36%
41-LICENSES & PERMITS	495,650		495,650	175,960	319,690	35.50%
42-GRANTS & OTHER AGENCIE	8,850		8,850	13,027	(4,177)	147.20%
44-FINES & FEES	281,680		281,680	159,504	122,176	56.63%
45-RECREATION	992,350		992,350	862,694	129,656	86.93%
46-INTEREST INCOME	100,000		100,000	205,432	(105,432)	205.43%
47-PROPERTY	2,548,750		2,548,750	3,250,490	(701,740)	127.53%
49-MISCELLANEOUS	2,568,507		2,568,507	2,177,949	390,558	84.79%
TOTAL REVENUES	24,691,087	-	24,691,087	22,304,388	2,386,699	90.33%
EXPENDITURES						
000-NON-DEPARTMENTAL	951,636		951,636	1,053,594	(101,958)	110.71%
110-CITY COUNCIL	178,531		178,531	123,945	54,586	69.43%
130-CITY MANAGER	293,702		293,702	246,037	47,665	83.77%
150-LEGAL	487,364		487,364	302,318	185,046	62.03%
170-SPECIAL PROJECTS	455,000		455,000	470,125	(15,125)	103.32%
180-ECONOMIC DEVELOPMENT	265,254		265,254	83,383	181,871	31.44%
190-PLANNING	20,435		20,435	4,524	15,911	22.14%
120-FINANCE DEPARTMENT	760,856	11,500 ¹	772,356	612,059	160,297	79.25%
140-INFORMATION TECHNOLOG	360,155		360,155	285,873	74,282	79.37%
160-HUMAN RESOURCES	529,468	35,600 ²	565,068	447,651	117,417	79.22%
200-POLICE	6,302,864		6,302,864	4,209,315	2,093,549	66.78%
201-NARCOTICS TASK FORCE	456,907		456,907	140,816	316,091	30.82%
240-ANIMAL CONTROL	453,452		453,452	229,132	224,320	50.53%
210-FIRE	5,291,579	18,030 ³	5,309,609	3,777,500	1,532,109	71.14%
230-FIRE MARSHAL	166,943		166,943	134,288	32,655	80.44%
220-MUNICIPAL COURT	352,876		352,876	284,218	68,658	80.54%
300-CODE ENFORCEMENT/INSP	741,525		741,525	468,697	272,828	63.21%
310-GENERAL MAINTENANCE	125,593		125,593	61,702	63,891	49.13%
320-STREETS	3,779,577		3,779,577	1,661,474	2,118,103	43.96%
370-PARKS	736,084		736,084	469,651	266,433	63.80%
375-SPORTS COMPLEX	475,450		475,450	336,071	139,379	70.68%
380-AQUATIC CENTER	597,858		597,858	382,774	215,084	64.02%
390-GOLF COURSE	807,712		807,712	742,013	65,699	91.87%
410-LAKE	40,765		40,765	25,904	14,861	63.54%
420-CITY HALL	290,200		290,200	75,237	214,963	25.93%
000-NON-DEPARTMENTAL - DEBT SERVICE	227,314		227,314	83,438	143,876	36.71%
000-NON-DEPARTMENTAL - TRANSFERS	1,270,757		1,270,757	935,255	335,502	73.60%
TOTAL BUDGETED EXPENSES	26,419,857	65,130	26,484,987	17,646,993	8,837,994	66.63%
NET INCREASE (DECREASE)	(1,728,770)	(65,130)	(1,793,900)	4,657,396	(6,451,296)	

Overview - Revenues

S- Sales tax collections are outperforming budget projection by 12.5%, in the amount of \$856,034. The total collections YTD is \$6,856,034. We conservatively budgeted \$9M. Projections indicate meeting and possibly exceeding last year's total revenue of \$9.7M. Much of the sales tax increase is oil related activity. Inflation is 2.3 for June averaging 1.81% YTD.

Tax Assessor is reporting that 93.49% of the property taxes have been collected as of 6/30/2024. We have \$28,846 remaining in the budget to collect. Based on past history, we budget to collect 95% of the property taxes assessed. We are within .42% of the budget.

Oil royalties are about \$109k below this time last year but we are within 11.86% of meeting the budget. Royalties should remain constant, assuming production does not decline.

Street Department is underway with the annual seal coat/crackseal project. We are in partnership this year with Howard College and the BSISD.

Overview - Expenditures

Budgeted expenditures should be around 75%, however, we are trending a little below budget, mainly due to vacancies across the General Fund.

The new ADA Inclusive playground is in the beginning stages of installation. The pad is complete, and around the middle of August, the structures should start being installed.

Crack seal is complete, and the seal coat project for 2024 will begin in August.

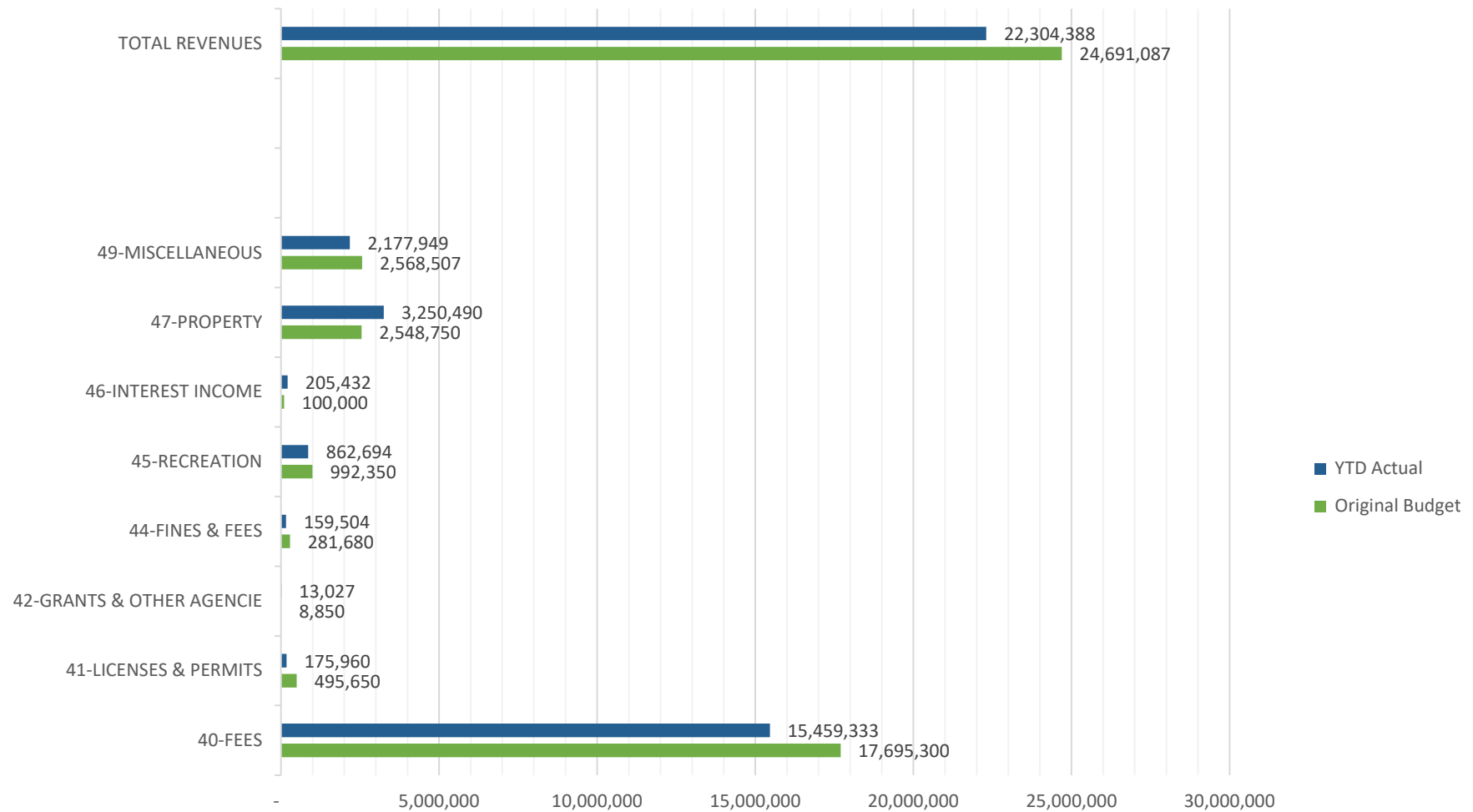
Footnotes:

¹ Purchase of DebtBook for GASB compliance with leases and subscription based software agreements.

² Compensation study

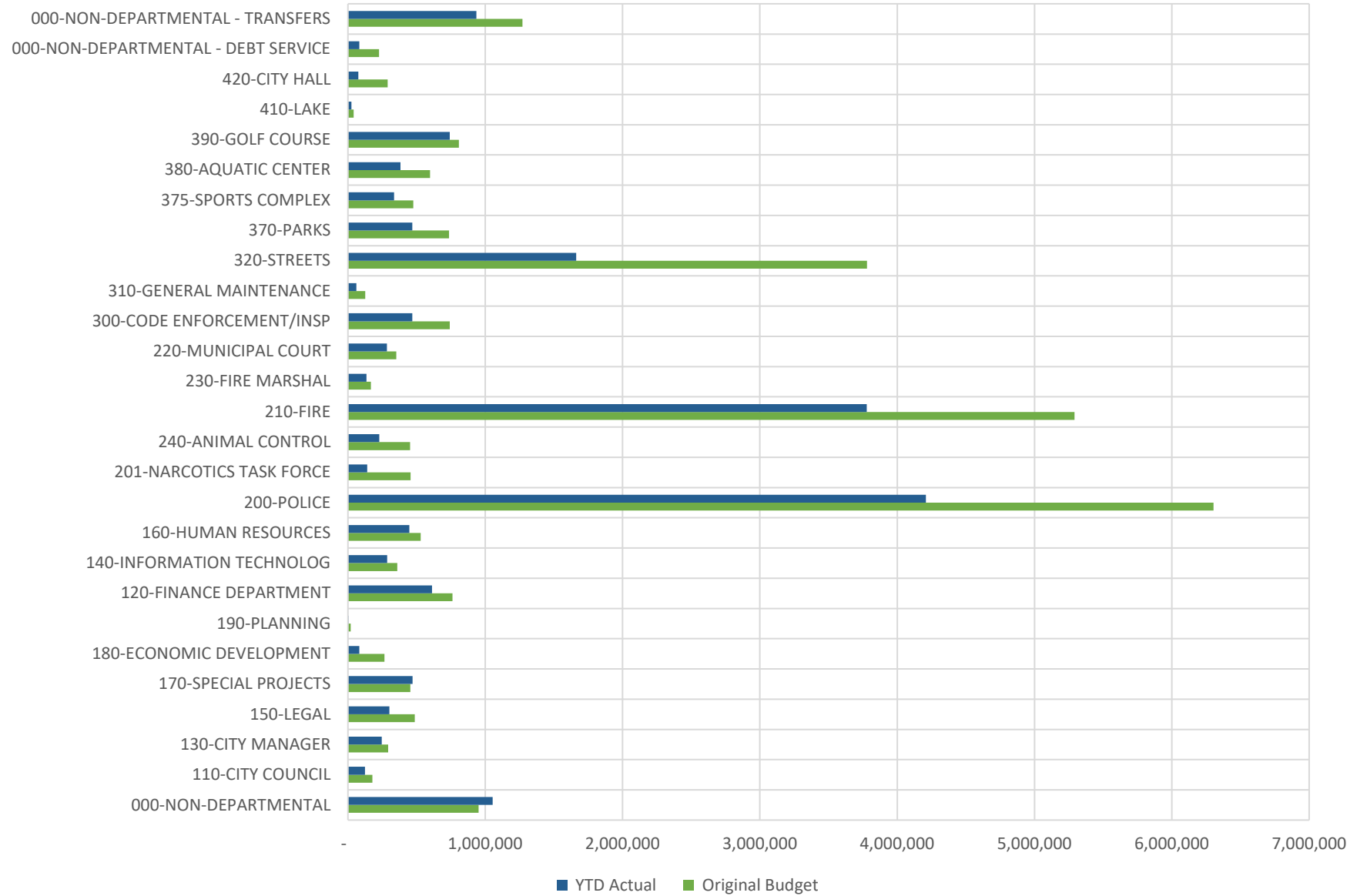
³ Purchase of SCBA equipment - paid for by a grant from Oxy.

General Fund-Revenues



	40-FEES	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCIE	44-FINES & FEES	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS			TOTAL REVENUES
■ YTD Actual	15,459,333	175,960	13,027	159,504	862,694	205,432	3,250,490	2,177,949			22,304,388
■ Original Budget	17,695,300	495,650	8,850	281,680	992,350	100,000	2,548,750	2,568,507			24,691,087

General Fund-Expenditures



CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO JUNE 30, 2024
3rd QTR - 75%
HOTEL/MOTEL

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUE						
40-FEES	1,350,400		1,350,400	935,985	414,415	69.31%
45-RECREATION	2,200		2,200	(8)	2,208	-0.37%
46-INTEREST INCOME	15,000		15,000	14,026	974	93.50%
47-PROPERTY	41,200		41,200	2,435	38,765	5.91%
49-MISCELLANEOUS	-		-	0	(0)	0.00%
TOTAL REVENUES	1,408,800	-	1,408,800	952,438	456,362	67.61%
EXPENDITURES						
000-NON-DEPARTMENTAL	140,880		140,880	121,623	19,258	86.33%
510-DORA ROBERTS COMMUN.	-		-	3,238	(3,238)	0.00%
520-POTTON HOUSE	48,410		48,410	59,267	(10,857)	122.43%
530-AUDITORIUM	729,600		729,600	384,306	345,294	52.67%
540-SPECIAL PROJECTS	26,100		26,100	2,214	23,886	8.48%
560-CVB	735,538		735,538	610,045	125,493	82.94%
570-HISTORIC SPRING	52,500		52,500	26,420	26,080	50.32%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
TOTAL BUDGETED EXPENSES	1,733,028	-	1,733,028	1,207,113	525,915	69.65%
NET INCREASE (DECREASE)	(324,228)	-	(324,228)	(254,674)	(69,554)	

Overview - Revenues

The Hotel Occupancy Tax (HOT) for the 1st quarter is trending the same as last year and is right on target to meet budget.

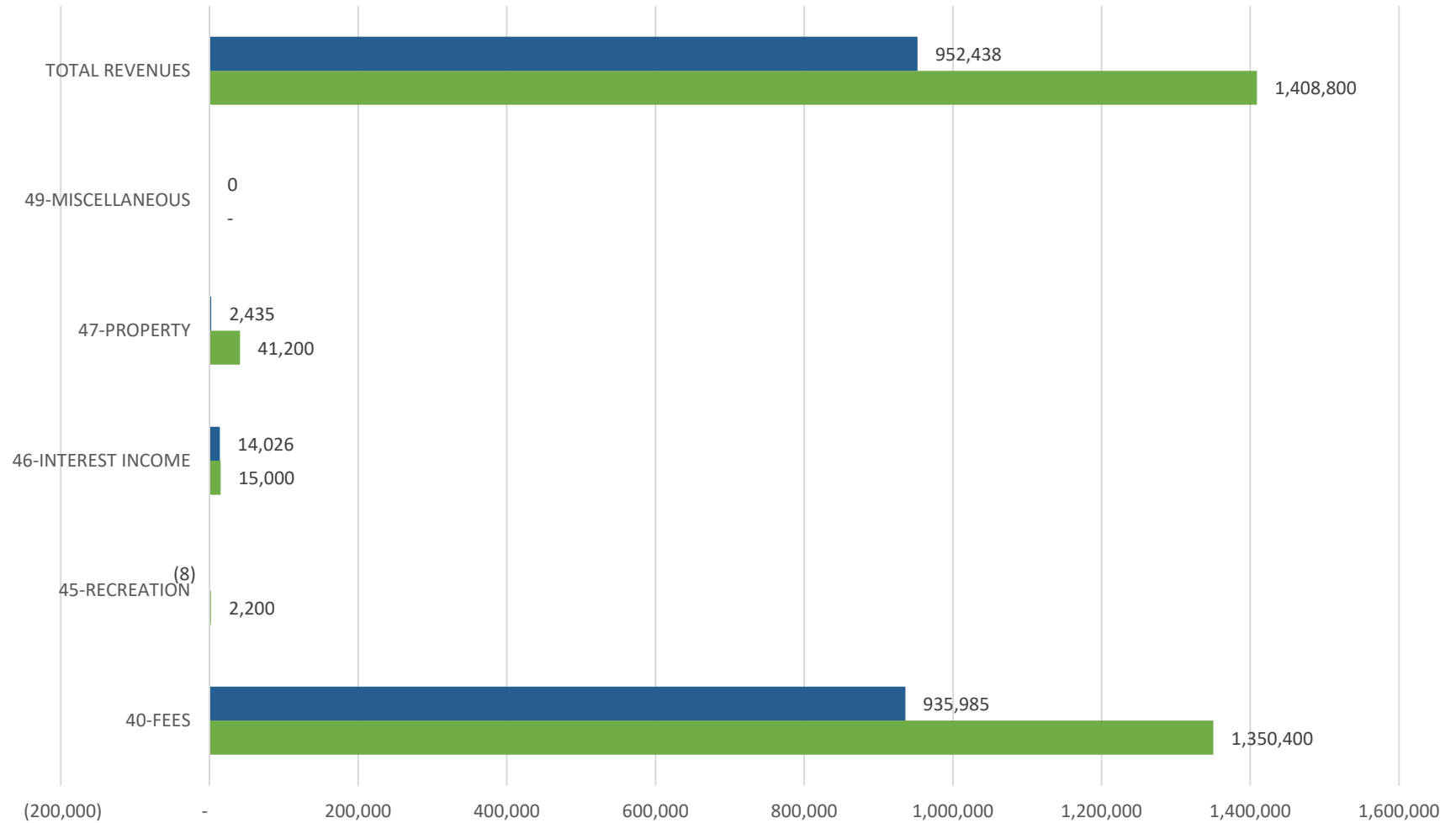
Overview - Expenditures

The demolition of the DRCC will begin shortly. The asbestos abatement bid has been awarded, and the bid for the demolition will be published within a week or two.

The Potten House is receiving some much needed repair, some of it has been done in-house, and some by contractors. Repairs include the entire exterior of the building (painting, repairing facia and siding, etc), the landscape and hardscape.

Footnotes

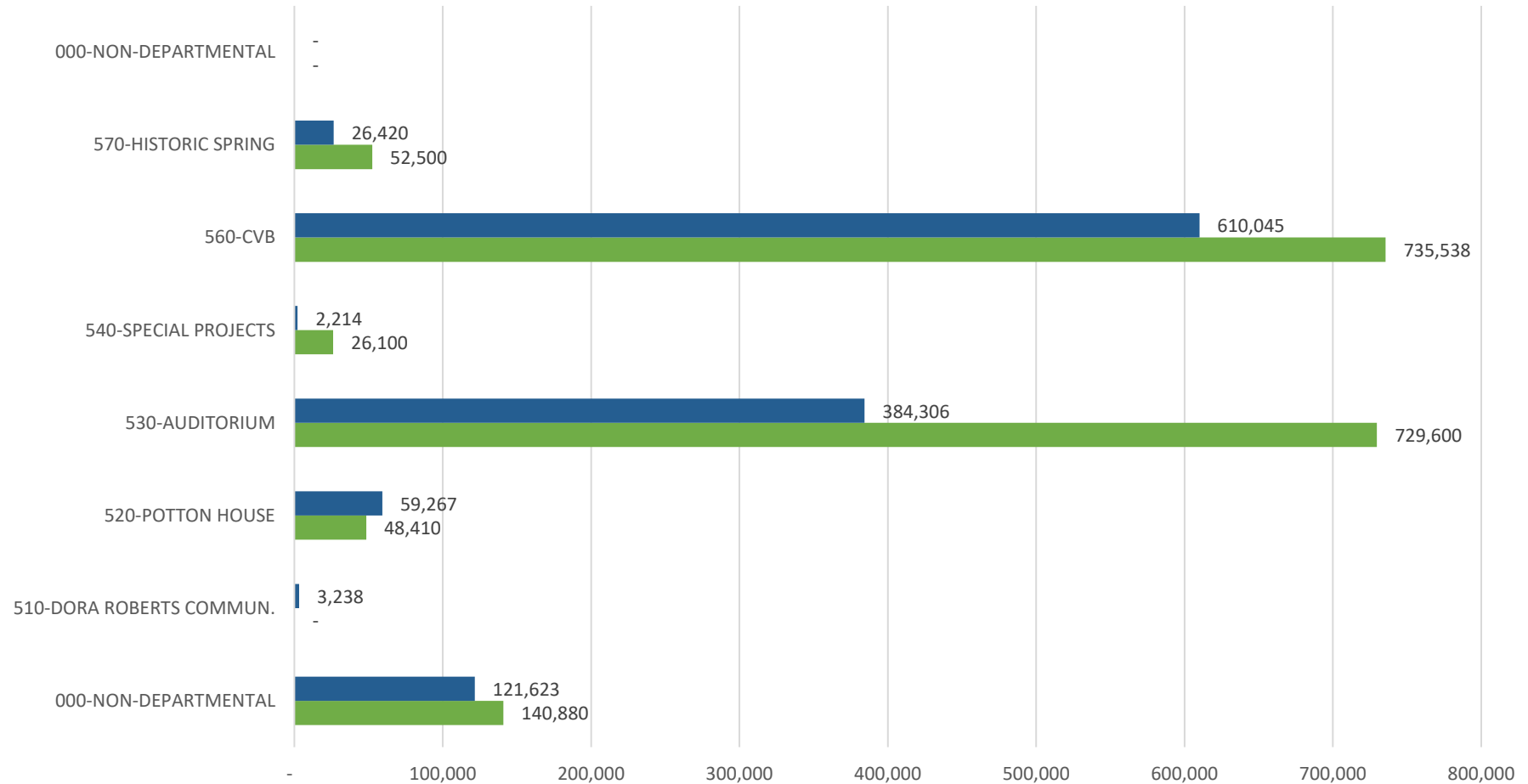
Hotel/Motel Fund-Revenues



	40-FEES	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	935,985	(8)	14,026	2,435	0	952,438
■ Revised Budget	1,350,400	2,200	15,000	41,200	-	1,408,800

■ YTD Actual ■ Revised Budget

Hotel/Motel-Expenditures



	000-NON-DEPARTMENTAL	510-DORA ROBERTS COMMUN.	520-POTTON HOUSE	530-AUDITORIUM	540-SPECIAL PROJECTS	560-CVB	570-HISTORIC SPRING	000-NON-DEPARTMENTAL
■ YTD Actual	121,623	3,238	59,267	384,306	2,214	610,045	26,420	-
■ Revised Budget	140,880	-	48,410	729,600	26,100	735,538	52,500	-

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO JUNE 30, 2024
3rd QTR - 75%
UTILITY FUND

	Revised Budget	Budget Amendment	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
43-GENERAL SALES/OTHER SE	13,187,500		13,187,500	9,452,448	3,735,052	71.68%
46-INTEREST INCOME	150,000		150,000	186,446	(36,446)	124.30%
49-MISCELLANEOUS	19,700		19,700	44,160	(24,460)	224.16%
TOTAL REVENUES	13,357,200	-	13,357,200	9,683,055	3,674,145	72.49%
EXPENDITURES						
735-WATER OFFICE-CUSTOMER	840,900	7,000 ¹	847,900	603,495	244,405	71.18%
000-NON-DEPARTMENTAL	5,079,534		5,079,534	2,990,876	2,088,658	58.88%
705-WATER TREATMENT	3,613,729		3,613,729	1,855,667	1,758,062	51.35%
710-DISTRIBUTION & COLLEC	3,976,405	450,000	4,426,405	2,241,568	2,184,837	50.64%
740-WASTEWATER TREATMENT	2,376,022		2,376,022	1,544,599	831,423	65.01%
745-MATERIAL CONTROL	223,298		223,298	167,449	55,849	74.99%
780-CITY HALL ANNEX	30,800		30,800	22,861	7,939	74.22%
000-NON-DEPARTMENTAL - DEBT SERVICE	60,950		60,950	189	60,761	0.31%
000-NON-DEPARTMENTAL - TRANSFERS	145,828		145,828	45,835	99,993	31.43%
TOTAL BUDGETED EXPENSES	16,347,466	457,000	16,804,466	9,472,538	7,331,928	56.37%
NET INCREASE (DECREASE)	(2,990,266)	(457,000)	(3,447,266)	210,517	(3,657,783)	

Overview - Revenues

Water sales are generally slow this time of year, we generally see an increase in the spring/summer months. We are trending \$54k above the same period last year, which is attributable to our price increase rather than increased sales.

Overview - Expenditures

Revenue is trending in line with last year. Typically water sales increase during the spring and summer months.

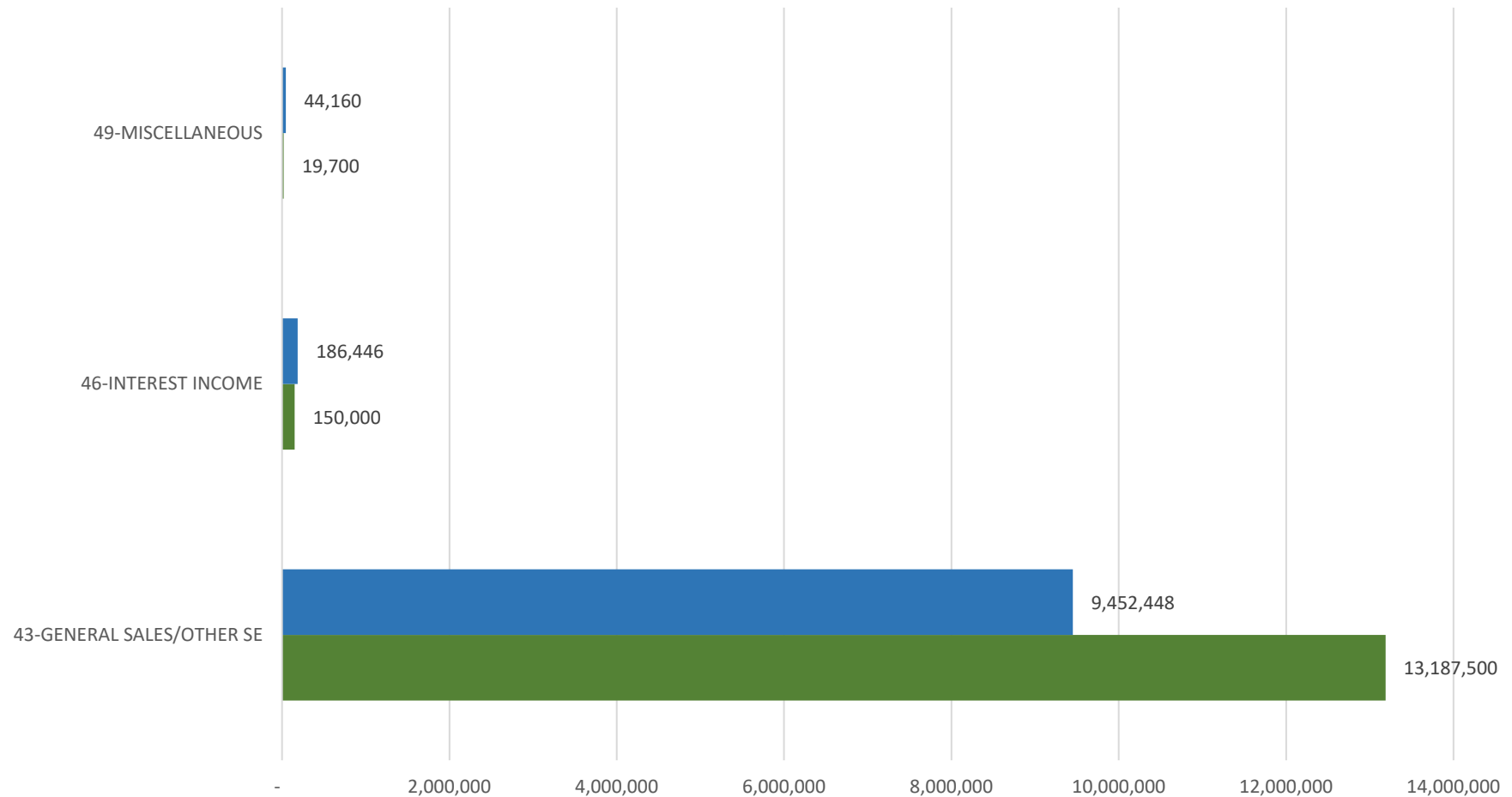
Expenditures are tracking at or below expected budget percentage.

Utilities has several capital projects in various stages of completion. The Runels Street water line replacement is complete, this is being funded by a CDBG grant. The Lift Station at Birdwell Lane is about 90% complete and the Sludge removal project at the Wastewater Treatment Plant is approximately 70% complete; these are being funded by the ARPA funds.

Footnotes:

¹ Install an ADA compliant door at the new Water Office

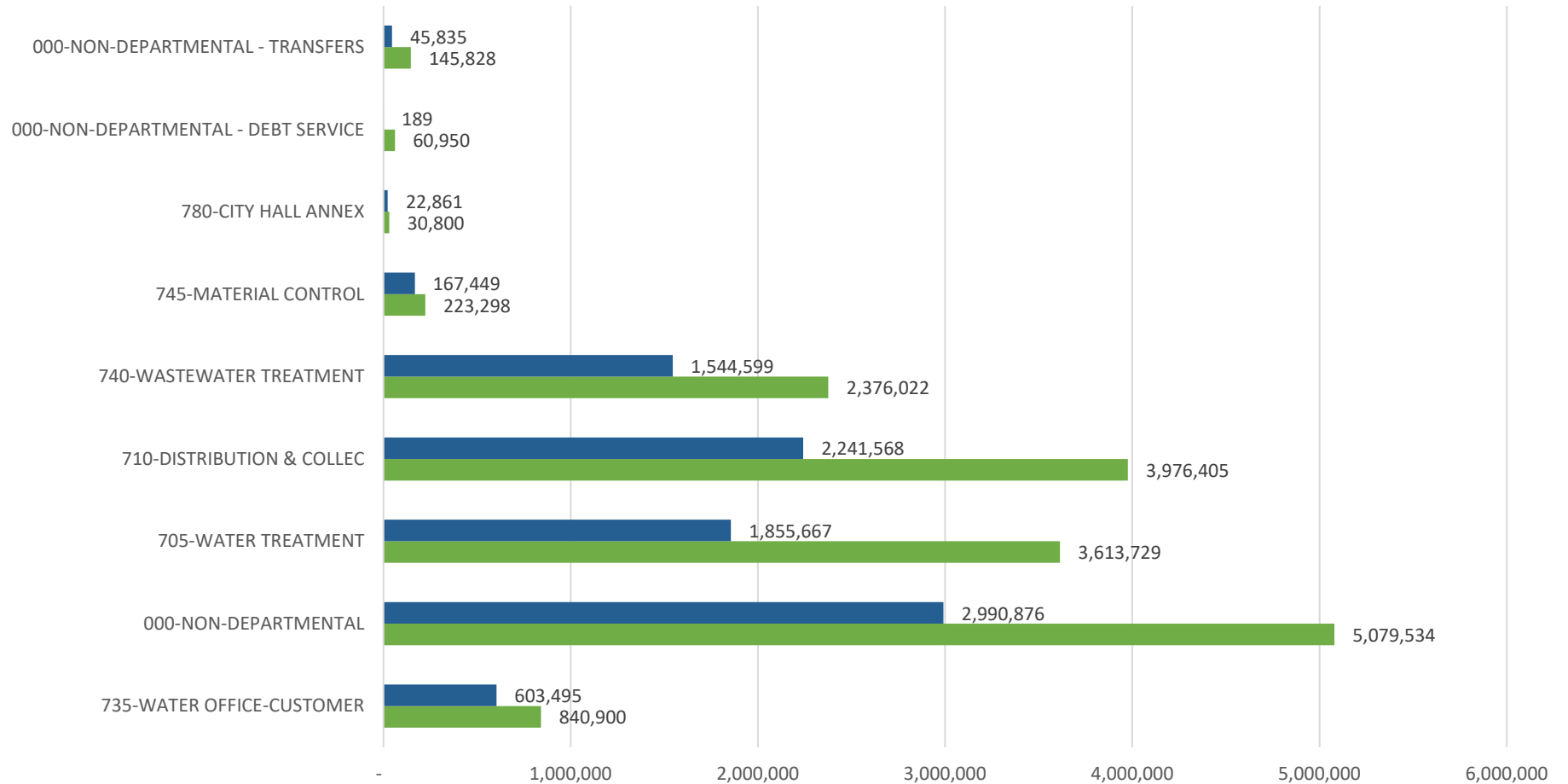
Utilities-Revenue



	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	49-MISCELLANEOUS
■ YTD Actual	9,452,448	186,446	44,160
■ Revised Budget	13,187,500	150,000	19,700

■ YTD Actual ■ Revised Budget

Utilities-Expenditures



	735-WATER OFFICE- CUSTOMER	000-NON- DEPARTMENTAL	705-WATER TREATMENT	710- DISTRIBUTION & COLLEC	740- WASTEWATER TREATMENT	745-MATERIAL CONTROL	780-CITY HALL ANNEX	000-NON- DEPARTMENTAL - DEBT SERVICE	000-NON- DEPARTMENTAL - TRANSFERS
■ YTD Actual	603,495	2,990,876	1,855,667	2,241,568	1,544,599	167,449	22,861	189	45,835
■ Revised Budget	840,900	5,079,534	3,613,729	3,976,405	2,376,022	223,298	30,800	60,950	145,828

■ YTD Actual ■ Revised
Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO JUNE 30, 2024
3rd QTR - 75%
AIRPARK FUND

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
46-INTEREST INCOME	200,000		200,000	289,820	(89,820)	144.91%
47-PROPERTY	4,271,900		4,271,900	3,652,695	619,205	85.51%
49-MISCELLANEOUS	-		-	31,791	(31,791)	0.00%
TOTAL REVENUES	4,471,900	-	4,471,900	3,974,306	497,594	88.87%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
000-NON-DEPARTMENTAL	-		-	20	(20)	
610-AIRPARK	6,069,838	585,454	6,655,292	1,618,186	5,037,106	24.31%
000-NON-DEPARTMENTAL - DEBT SERVICE	64,183		64,183	144	64,039	0.22%
000-NON-DEPARTMENTAL - TRANSFER	4,041		4,041	2,300		56.90%
TOTAL BUDGETED EXPENSES	6,138,062	585,454	6,723,516	1,620,650	5,102,866	24.10%

NET INCREASE (DECREASE)	(1,666,162)	(585,454)	(2,251,616)	2,353,656	(4,605,272)	
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Overview - Revenues

Oil Royalties at the Airpark about 54% of what we recived last year. The 2nd Quarter of FY 22-23 brought in \$3M compared to the 2nd Qtr 23-24 of \$1.4M. This is very typical of royalty income as production follows a natural decline, unless the producer drills additional wells.

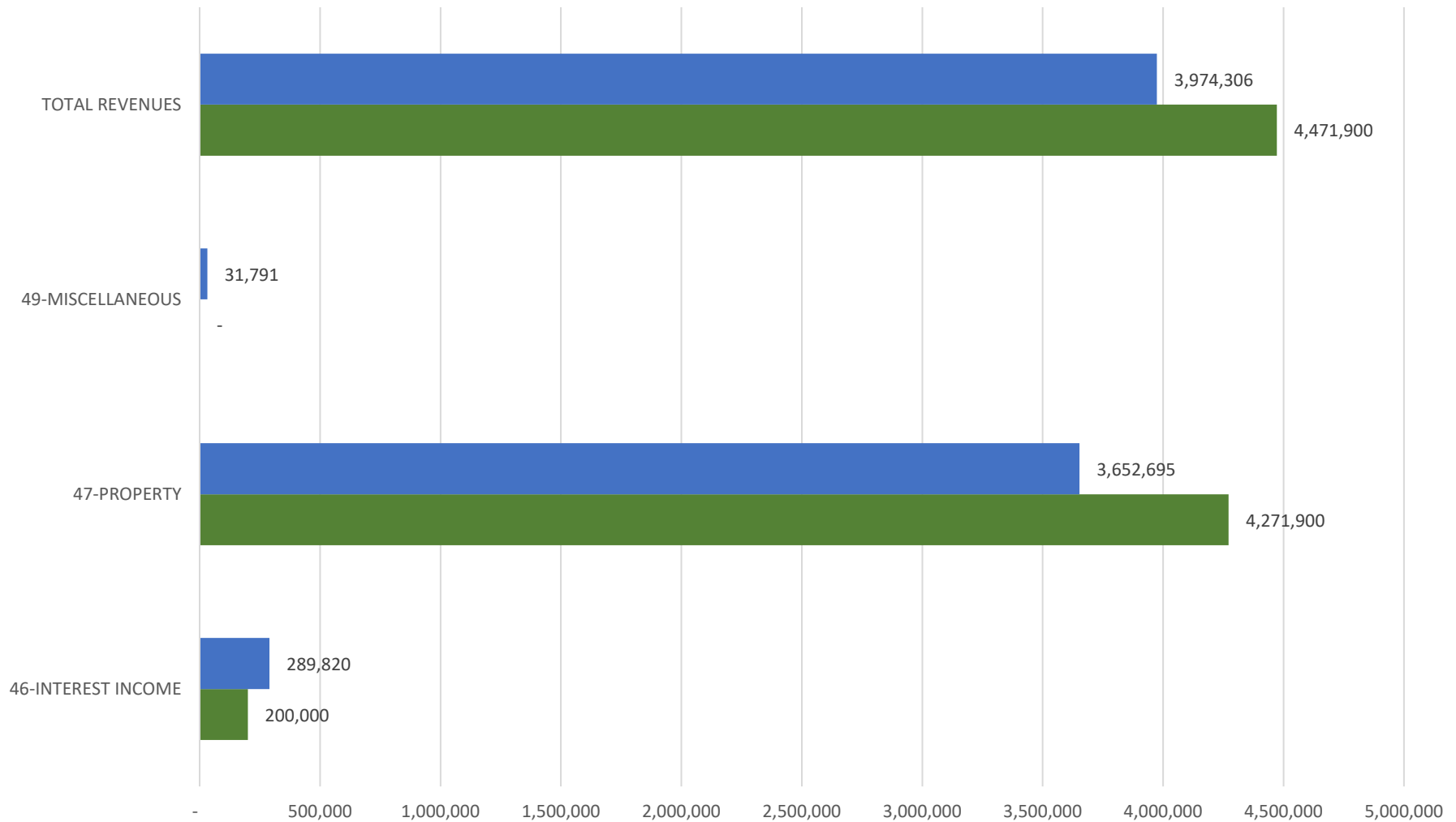
Fuel Sales for the 2nd Qtr were \$31k.

Overview - Expenses

The FBO is in full operation. Staff has been trained, and will attend training for the Avfuel system

There is a lot going on at the Airpark; The Airpark Master Plan is well underway. Grants for the 1) re-striping of the runways 2) runway lighting and 3) re-surfacing the runways are all in progress. The EDA grant to close in the reliver route and erect a water tower are also in progress.

Airpark-Revenue

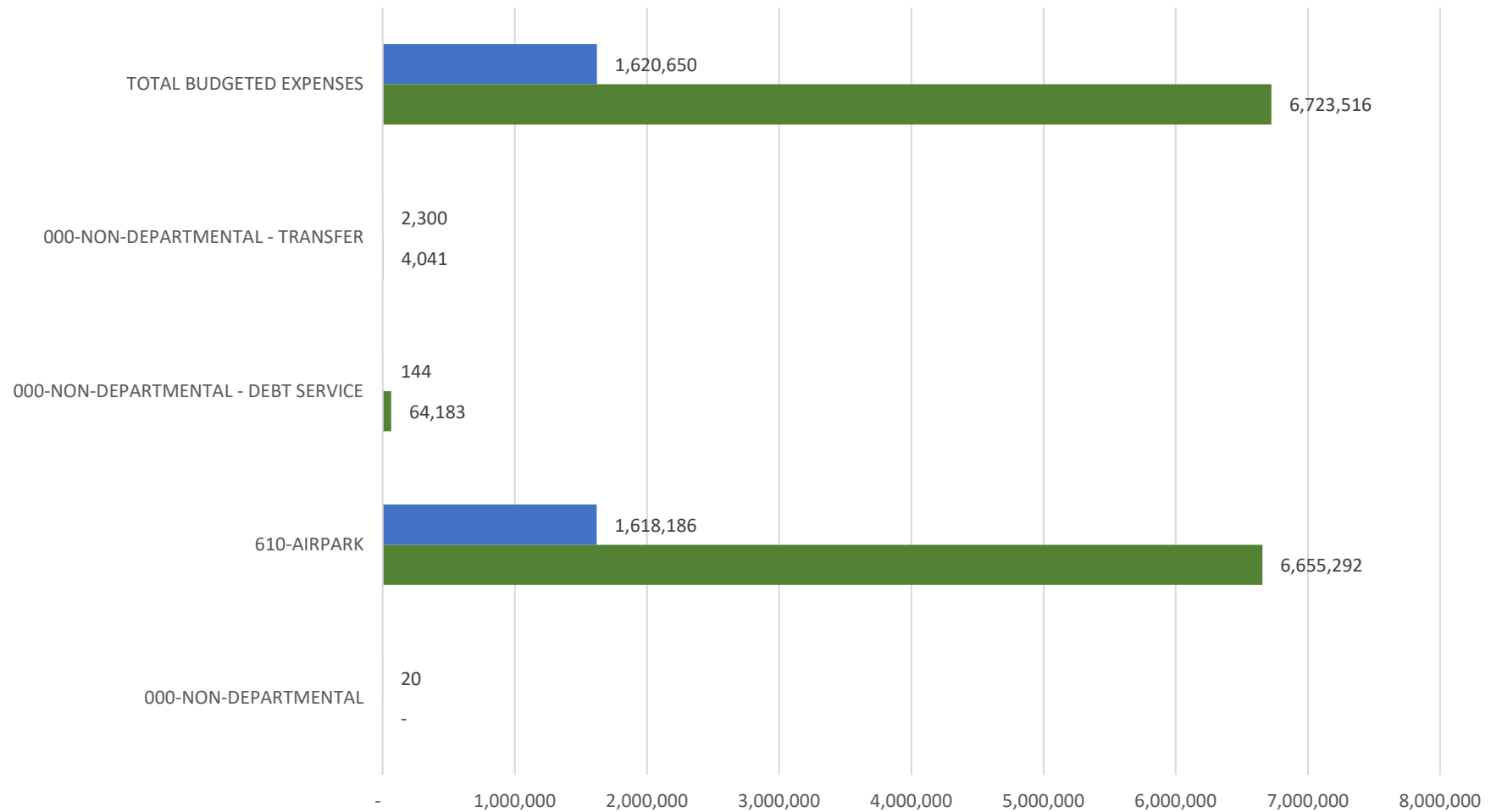


	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	289,820	3,652,695	31,791	3,974,306
■ Amended Budget	200,000	4,271,900	-	4,471,900

■ YTD Actual

■ Amended Budget

Airpark-Expenditures



	000-NON-DEPARTMENTAL	610-AIRPARK	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFER	TOTAL BUDGETED EXPENSES
■ YTD Actual	20	1,618,186	144	2,300	1,620,650
■ Amended Budget	-	6,655,292	64,183	4,041	6,723,516

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO JUNE 30, 2024
3rd QTR - 75%
EMS

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
42-GRANTS & OTHER AGENCIES	450,000		450,000	361,500	88,500	80.33%
46-INTEREST INCOME	-		-	-	-	0.00%
47-PROPERTY	2,700,150		2,700,150	1,783,946	916,204	66.07%
48- TRANSFER FROM OTHER FUNDS	1,060,000		1,060,000	795,000	265,000	75.00%
49-MISCELLANEOUS	-		-	40,357	(40,357)	0.00%
TOTAL REVENUES	4,210,150	-	4,210,150	2,980,803	1,229,347	70.80%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
430-EMS	4,271,461		4,271,461	2,817,489	1,453,972	65.96%
000-NON-DEPARTMENTAL - DEBT SERVICE	23,737		23,737	233	23,504	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	8,706		8,706	5,622	3,084	64.58%
TOTAL BUDGETED EXPENSES	4,303,904	-	4,303,904	2,823,344	1,480,560	65.60%

NET INCREASE (DECREASE)	(93,754)	-	(93,754)	157,459	(251,213)	
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Overview - Revenues

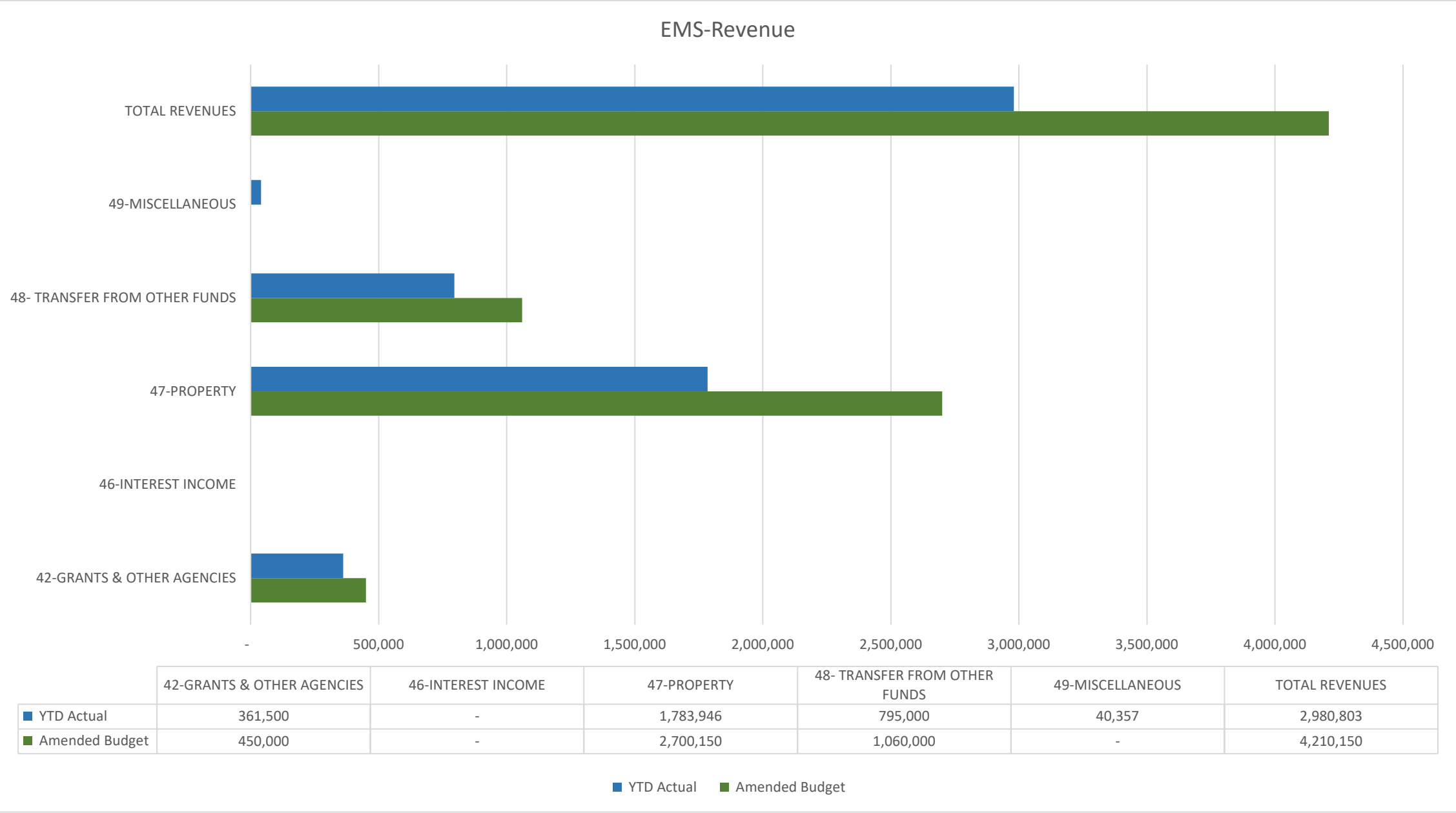
Revenue 42-Grants & Other Agencies is the subsidy that we receive from the County. 48-Transfers from other Funds is the subsidy from the General Fund.

Medicare/Medicaid rates were changed last year, and our revenue is up approximately 31% over the same period last year. However bad debt expense is up 174%, from 107,149 2nd qtr last year to 294,410 in the 2nd qtr this year.

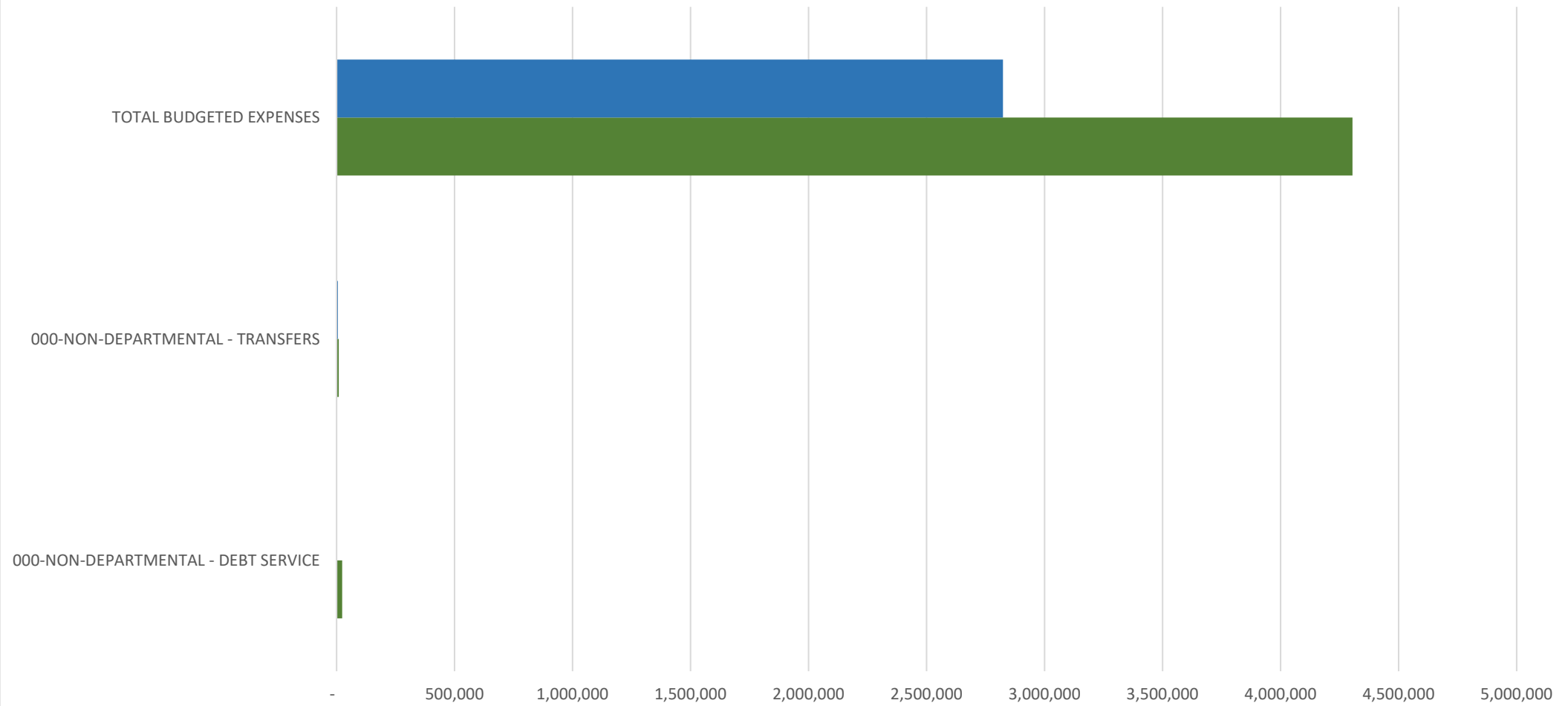
Overview - Expenses

Expenses are trending right at budget.

We do anticipate taking delivery of an ambulance at some point this year, but delivery date is not firm.



EMS-Expenditures



	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS	TOTAL BUDGETED EXPENSES
■ YTD Actual	233	5,622	2,823,344
■ Amended Budget	23,737	8,706	4,303,904

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO JUNE 30, 2024
3rd QTR - 75%
LANDFILL

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
41-LICENSES & PERMITS	48,000		48,000	90,230	(42,230)	187.98%
42-GRANTS & OTHER AGENCIE	-		-	-	-	0.00%
43-GENERAL SALES/OTHER SE	1,837,600		1,837,600	1,909,851	(72,251)	103.93%
46-INTEREST INCOME	160,000		160,000	207,985	(47,985)	129.99%
48-TRANSFER FROM OTHER FUNDS	1,000,000		1,000,000	750,000	250,000	75.00%
49-MISCELLANEOUS	30		30	(122)	152	-406.07%
TOTAL REVENUES	3,045,630	-	3,045,630	2,957,944	87,686	97.12%
EXPENDITURES						
350-LANDFILL	1,763,237	175,000	1,938,237	1,290,365	647,872	66.57%
000-NON-DEPARTMENTAL - DEBT SERVICE	73,439		73,439	448	72,991	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	5,721		5,721	2,315	3,406	40.46%
TOTAL BUDGETED EXPENSES	1,842,397	175,000	2,017,397	1,293,127	724,270	64.10%
NET INCREASE (DECREASE)	1,203,233	(175,000)	1,028,233	1,664,817	(636,584)	

Overview - Revenue

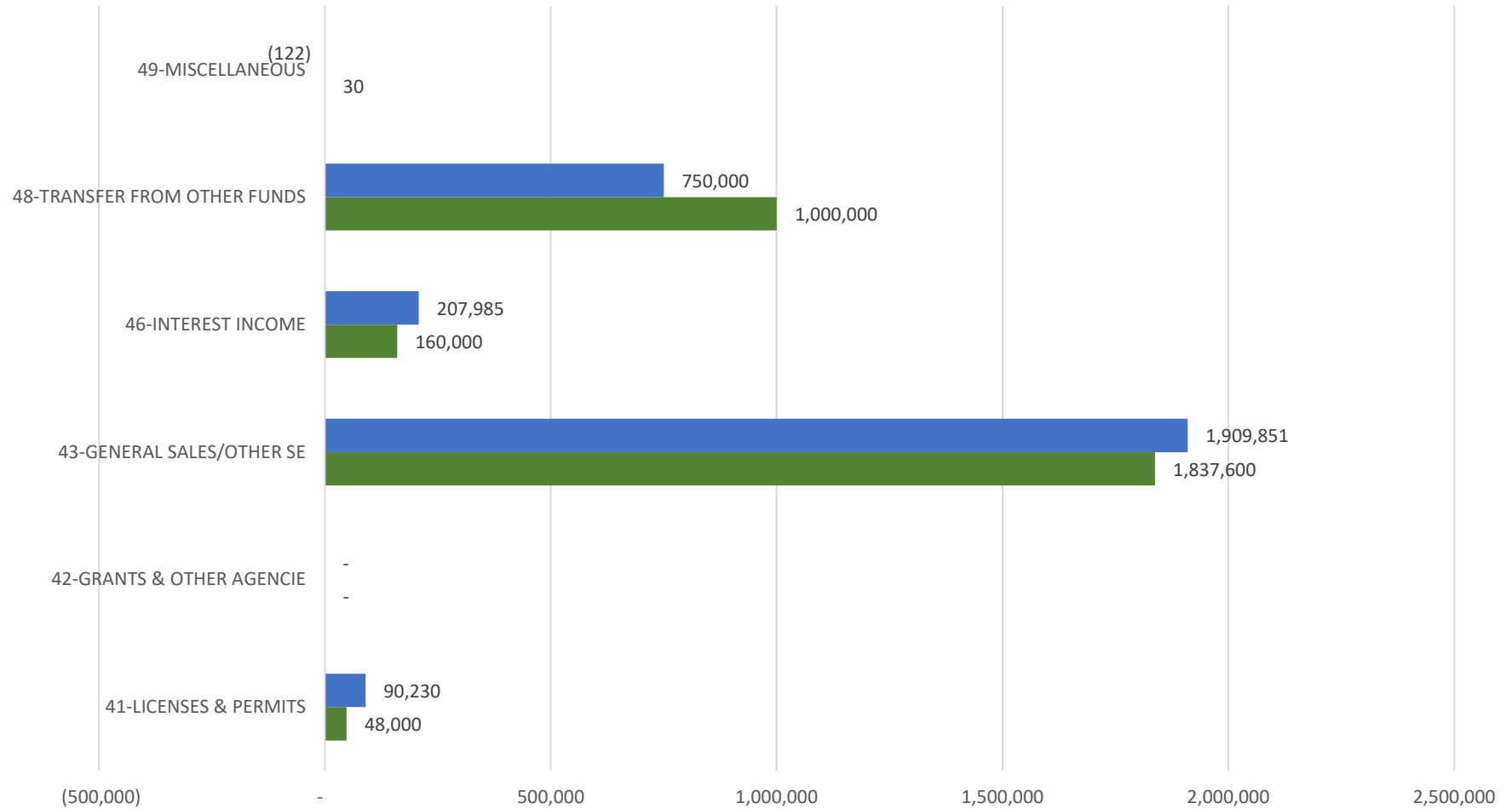
Revenues are up over the same period last FY (22-23) by 262%. It appears that our adjustments to the permit and gate fees have been beneficial; we gained business back that we had lost due to the permitting fee. In addition, we have 30 yard containers back in service and it seems to have been a good move.

Overview - Expenses

The Landfill is trending just below budget for expenditures, mainly due to vacancies.

The cardboard recycling program is fully operational. However, we still need to hire staff to make it fully operational.

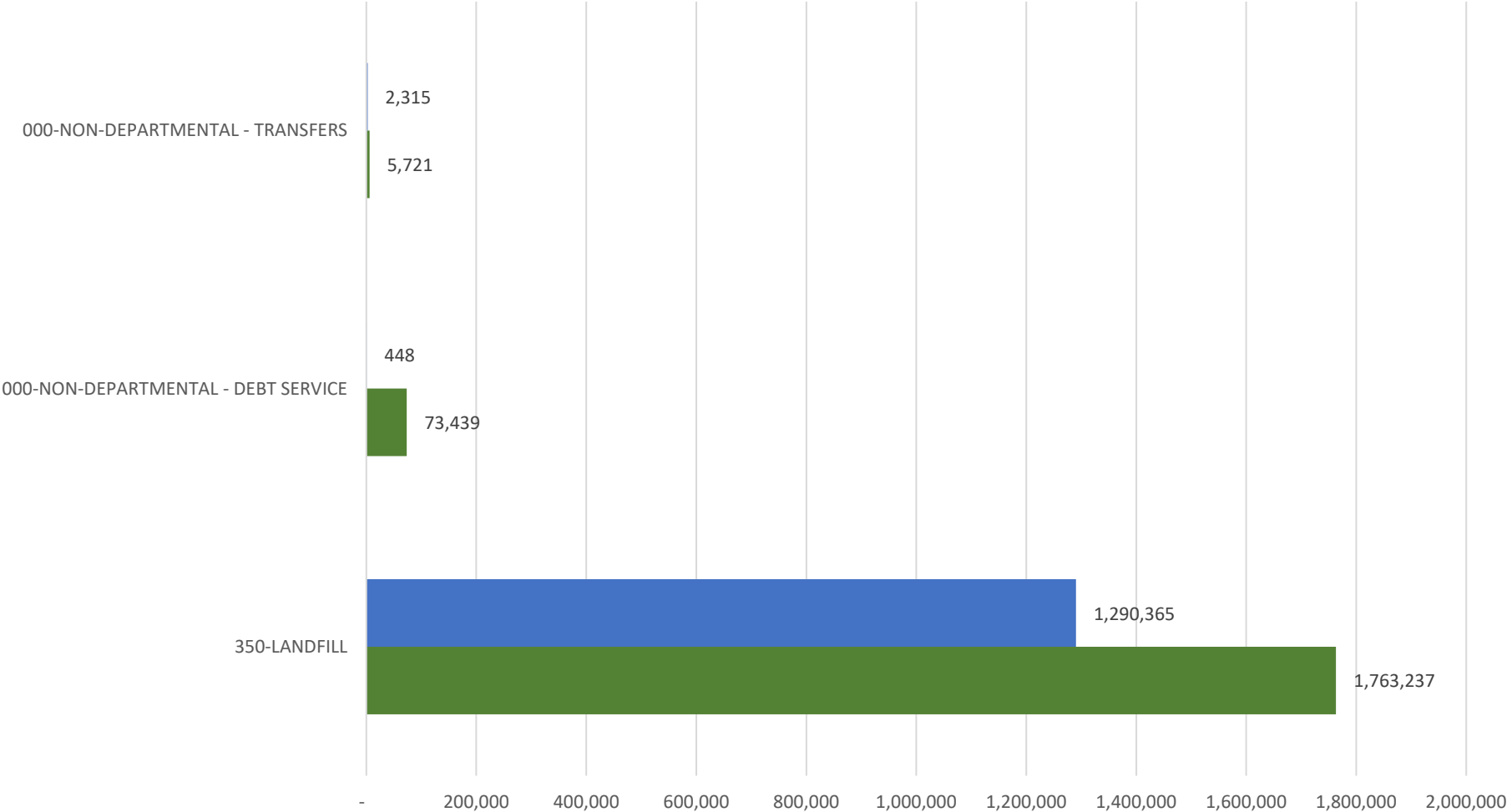
Landfill-Revenue



	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCIE	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	48-TRANSFER FROM OTHER FUNDS	49-MISCELLANEOUS
■ YTD Actual	90,230	-	1,909,851	207,985	750,000	(122)
■ Revised Budget	48,000	-	1,837,600	160,000	1,000,000	30

■ YTD Actual ■ Revised Budget

Landfill-Expenditures



	350-LANDFILL	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS
■ YTD Actual	1,290,365	448	2,315
■ Revised Budget	1,763,237	73,439	5,721

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO JUNE 30, 2024
3rd QTR - 75%
SANITATION FUND

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
43-GENERAL SALES/OTHER SE	3,610,000		3,610,000	2,832,836	777,164	78.47%
46-INTEREST INCOME	15,000		15,000	5,838	9,162	38.92%
47-PROPERTY	95,000		95,000	65,460	29,540	68.91%
49-MISCELLANEOUS	-		-	606	(606)	0.00%
TOTAL REVENUES	3,720,000	-	3,720,000	2,904,739	815,261	78.08%
EXPENDITURES						
330-SANITATION	3,755,557		3,755,557	3,500,417	255,140	93.21%
000-NON-DEPARTMENTAL - DEBT SERVICE	134,620		134,620	2,032	132,589	1.51%
000-NON-DEPARTMENTAL - TRANSFERS	1,019,486		1,019,486	752,315	267,171	0.00%
TOTAL BUDGETED EXPENSES	4,909,663	-	4,909,663	4,254,763	654,900	86.66%
NET INCREASE (DECREASE)	(1,189,663)	-	(1,189,663)	(1,350,023)	160,360	

Overview - Revenue

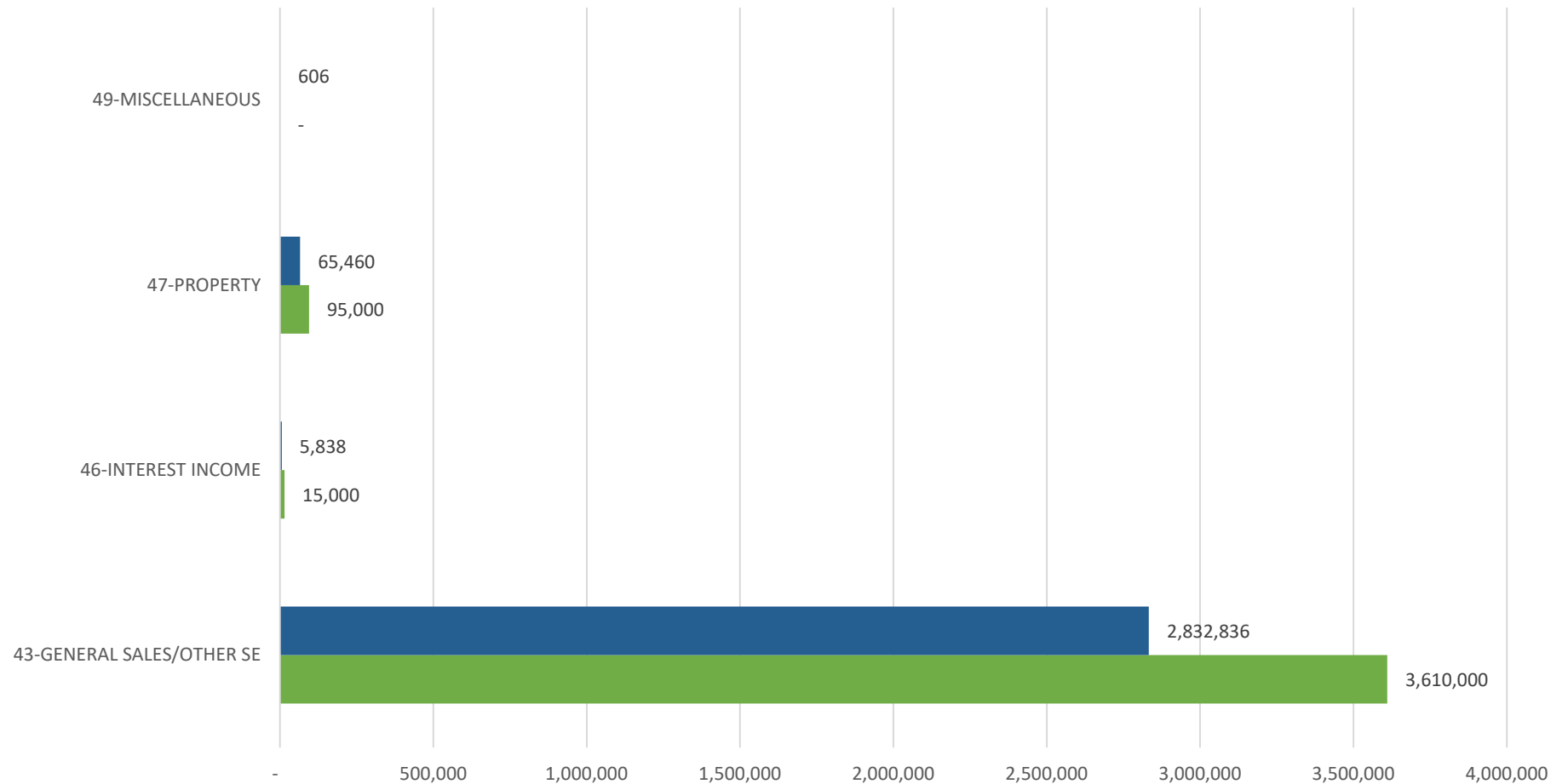
Revenue is trending about the same as last year, up just slightly by \$44k.

Overview - Expenses

We have received 2 new sanitation trucks. They have been placed in service

The 3 community cardboard drop stations are set up. They are at the Spring Town Plaza Mall; the Former Big Spring State Hospital recycling center, and Scenic Mountain Medical Center.

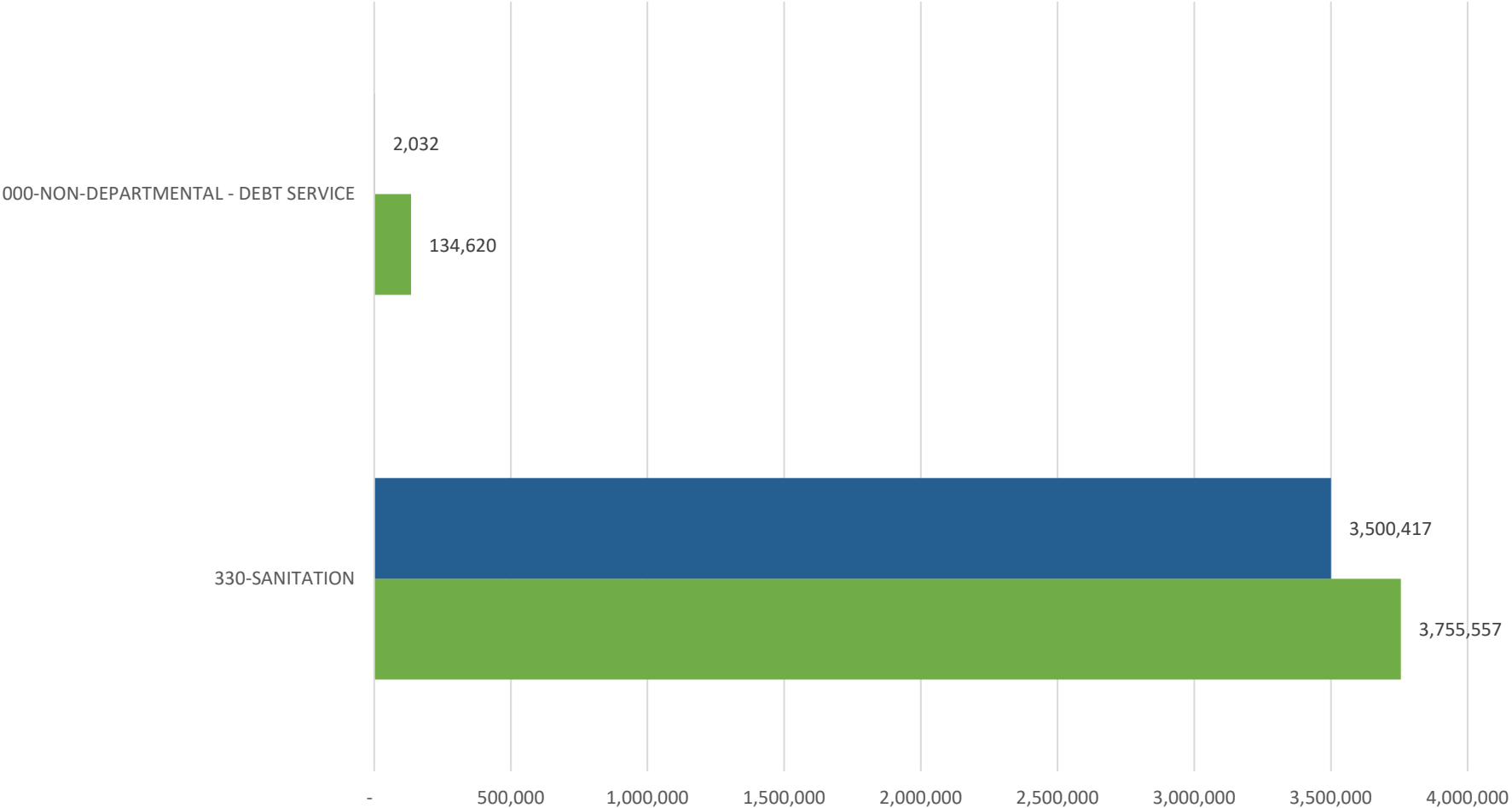
Sanitation-Revenues



	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS
■ YTD Actual	2,832,836	5,838	65,460	606
■ Revised Budget	3,610,000	15,000	95,000	-

■ YTD Actual ■ Revised Budget

Sanitation-Expenditures



	330-SANITATION	000-NON-DEPARTMENTAL - DEBT SERVICE
YTD Actual	3,500,417	2,032
Revised Budget	3,755,557	134,620

YTD Actual Revised Budget



Pooled Cash Report

Big Spring, TX

For the Period Ending 6/30/2024

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
002-1003-000	CLAIM ON CASH	19,206,405.35	76,428.21	19,282,833.56
002-1030-000	CASH-LIVING TREE MEM. ESCROW	3,799.28	0.00	3,799.28
002-1032-000	CASH-MUN COURT PMT PLAN FEES	431.07	63.50	494.57
110-1003-000	CLAIM ON CASH	1,167,064.04	45,097.88	1,212,161.92
130-1003-000	CLAIM ON CASH	91,593.78	(346.50)	91,247.28
140-1003-000	CLAIM ON CASH	20,595.86	565.40	21,161.26
141-1003-000	CLAIM ON CASH	0.00	0.00	0.00
142-1003-000	CLAIM ON CASH	10,433.94	414.42	10,848.36
143-1003-000	CLAIM ON CASH	5,132.76	518.02	5,650.78
144-1003-000	CLAIM ON CASH	102.64	10.37	113.01
145-1003-000	CLAIM ON CASH	2,290.57	221.64	2,512.21
160-1003-000	CLAIM ON CASH	39,114.05	0.00	39,114.05
170-1003-000	CLAIM ON CASH	262,477.13	(454.25)	262,022.88
180-1003-000	CLAIM ON CASH	103,352.90	0.00	103,352.90
182-1003-000	CLAIM ON CASH	146,177.56	0.00	146,177.56
183-1003-000	CLAIM ON CASH	71,221.69	0.00	71,221.69
185-1003-000	CLAIM ON CASH	66,666.72	8,333.34	75,000.06
258-1003-000	CLAIM ON CASH	(147,584.62)	8,304.82	(139,279.80)
259-1003-000	CLAIM ON CASH	179,081.09	2,657.05	181,738.14
405-1003-000	CLAIM ON CASH	14,168,615.45	113,773.42	14,282,388.87
408-1003-000	CLAIM ON CASH	(118,240.91)	0.00	(118,240.91)
409-1003-000	CLAIM ON CASH	(2,527,247.56)	(415,361.67)	(2,942,609.23)
410-1003-000	CLAIM ON CASH	21,889,039.17	15,693.52	21,904,732.69
410-1050-000	CASH IN BANK-CUSTOMER DEPOSITS	55,252.39	0.00	55,252.39
430-1003-000	CLAIM ON CASH	(440,854.66)	42,672.15	(398,182.51)
440-1003-000	CLAIM ON CASH	(4,997,465.94)	203,795.79	(4,793,670.15)
440-1005-000	CASH-LANDFILL CLOSURE	1,507,111.15	0.00	1,507,111.15
445-1003-000	CLAIM ON CASH	(374,923.97)	1,880.08	(373,043.89)
480-1003-000	CLAIM ON CASH	819,464.14	0.00	819,464.14
482-1003-000	CLAIM ON CASH	203,712.74	3,813.80	207,526.54
483-1003-000	CLAIM ON CASH	(549,833.28)	0.00	(549,833.28)
505-1003-000	CLAIM ON CASH	(21,584.51)	(1,126.91)	(22,711.42)
625-1003-000	CLAIM ON CASH	63,367.60	4,923.04	68,290.64
635-1003-000	CLAIM ON CASH	41,267.92	(1,168.11)	40,099.81
655-1003-000	CLAIM ON CASH	(54,859.62)	(1,774.27)	(56,633.89)
720-1003-000	CLAIM ON CASH	637,938.08	(85,775.77)	552,162.31
TOTAL CLAIM ON CASH		<u>51,529,114.00</u>	<u>23,158.97</u>	<u>51,552,272.97</u>
CASH IN BANK				
Cash in Bank				
999-1002-000	POOLED CHECKING	11,113,268.41	82,880.77	11,196,149.18
999-1060-000	CASH IN BANK PAYROLL	855,423.68	(59,721.80)	795,701.88
999-1080-000	SAFEKEEPING US BANK	29,360,669.29	0.00	29,360,669.29
999-1081-000	TEXPOOL INVESTMENT	3,323,738.31	0.00	3,323,738.31
999-1084-000	MONEY MARKET INVESTMENT	7,051,590.20	0.00	7,051,590.20
999-1085-000	TREASURIES	0.00	0.00	0.00
999-1086-000	CERTIFICATES OF DEPOSITS	0.00	0.00	0.00
999-2900-000	BROKERAGE CD INTEREST SUSPENSE	(175,576.53)	0.00	(175,576.53)
TOTAL: Cash in Bank		<u>51,529,113.36</u>	<u>23,158.97</u>	<u>51,552,272.33</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
TOTAL CASH IN BANK		51,529,113.36	23,158.97	51,552,272.33	
<u>DUE TO OTHER FUNDS</u>					
999-2151-000	DUE TO OTHER FUNDS	51,529,113.36	23,158.97	51,552,272.33	
TOTAL DUE TO OTHER FUNDS		51,529,113.36	23,158.97	51,552,272.33	
Claim on Cash	51,552,272.97	Claim on Cash	51,552,272.97	Cash in Bank	51,552,272.33
Cash in Bank	51,552,272.33	Due To Other Funds	51,552,272.33	Due To Other Funds	51,552,272.33
Difference	0.64	Difference	0.64	Difference	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
002-2000-000	A/P PENDING	722.15	18,145.97	18,868.12
110-2000-000	A/P PENDING	(3.27)	0.00	(3.27)
130-2000-000	A/P PENDING	0.00	0.00	0.00
140-2000-000	A/P PENDING	0.00	0.00	0.00
141-2000-000	A/P PENDING	0.00	0.00	0.00
142-2000-000	A/P PENDING	0.00	0.00	0.00
143-2000-000	A/P PENDING	0.00	0.00	0.00
144-2000-000	A/P PENDING	0.00	0.00	0.00
145-2000-000	A/P PENDING	0.00	0.00	0.00
160-2000-000	A/P PENDING	0.00	0.00	0.00
170-2000-000	A/P PENDING	0.00	0.00	0.00
182-2000-000	A/P PENDING	0.00	0.00	0.00
185-2000-000	A/P PENDING	0.00	0.00	0.00
258-2000-000	A/P PENDING	0.00	0.00	0.00
259-2000-000	A/P PENDING	0.00	0.00	0.00
405-2000-000	A/P PENDING	58,189.33	(16,744.94)	41,444.39
409-2000-000	A/P PENDING	0.00	0.00	0.00
410-2000-000	A/P PENDING	15,701.48	10,526.41	26,227.89
430-2000-000	A/P PENDING	0.00	69,273.97	69,273.97
440-2000-000	A/P PENDING	0.00	0.00	0.00
445-2000-000	A/P PENDING	0.00	0.00	0.00
480-2000-000	A/P PENDING	0.00	0.00	0.00
482-2000-000	A/P PENDING	0.00	0.00	0.00
483-2000-000	A/P PENDING	0.00	0.00	0.00
505-2000-000	A/P PENDING	0.00	0.00	0.00
625-2000-000	A/P PENDING	0.00	0.00	0.00
635-2000-000	A/P PENDING	0.00	0.00	0.00
720-2000-000	A/P PENDING	0.00	0.00	0.00
TOTAL ACCOUNTS PAYABLE PENDING		<u>74,609.69</u>	<u>81,201.41</u>	<u>155,811.10</u>
DUE FROM OTHER FUNDS				
999-1230-002	DUE FROM 002	(722.15)	(18,145.97)	(18,868.12)
999-1230-110	DUE FROM 110	3.27	0.00	3.27
999-1230-130	DUE FROM 130	0.00	0.00	0.00
999-1230-140	DUE FROM 140	0.00	0.00	0.00
999-1230-141	DUE FROM 141	0.00	0.00	0.00
999-1230-142	DUE FROM 142	0.00	0.00	0.00
999-1230-143	DUE FROM 143	0.00	0.00	0.00
999-1230-144	DUE FROM 144	0.00	0.00	0.00
999-1230-145	DUE FROM 145	0.00	0.00	0.00
999-1230-160	DUE FROM 160	0.00	0.00	0.00
999-1230-170	DUE FROM 170	0.00	0.00	0.00
999-1230-182	DUE FROM 182	0.00	0.00	0.00
999-1230-185	DUE FROM 185	0.00	0.00	0.00
999-1230-257	DUE FROM 257	0.00	0.00	0.00
999-1230-258	DUE FROM 258	0.00	0.00	0.00
999-1230-259	DUE FROM 259	0.00	0.00	0.00
999-1230-405	DUE FROM 405	(58,189.33)	16,744.94	(41,444.39)
999-1230-409	DUE FROM 409	0.00	0.00	0.00
999-1230-410	DUE FROM 410	(15,701.48)	(10,526.41)	(26,227.89)
999-1230-430	DUE FROM 430	0.00	(69,273.97)	(69,273.97)
999-1230-440	DUE FROM 440	0.00	0.00	0.00
999-1230-445	DUE FROM 445	0.00	0.00	0.00
999-1230-478	DUE FROM 448	0.00	0.00	0.00
999-1230-480	DUE FROM 480	0.00	0.00	0.00
999-1230-482	DUE FROM 482	0.00	0.00	0.00
999-1230-483	DUE FROM 483	0.00	0.00	0.00
999-1230-505	DUE FROM 505	0.00	0.00	0.00
999-1230-615	DUE FROM 615	0.00	0.00	0.00
999-1230-625	DUE FROM 625	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
999-1230-635	DUE FROM 635	0.00	0.00	0.00	
999-1230-720	DUE FROM 720	0.00	0.00	0.00	
TOTAL DUE FROM OTHER FUNDS		<u>(74,609.69)</u>	<u>(81,201.41)</u>	<u>(155,811.10)</u>	
<u>ACCOUNTS PAYABLE</u>					
999-2001-000	VOUCHERS PAYABLE	<u>74,609.69</u>	<u>81,201.41</u>	<u>155,811.10</u>	
TOTAL ACCOUNTS PAYABLE		<u>74,609.69</u>	<u>81,201.41</u>	<u>155,811.10</u>	
AP Pending	155,811.10	AP Pending	155,811.10	Due From Other Funds	155,811.10
Due From Other Funds	<u>155,811.10</u>	Accounts Payable	<u>155,811.10</u>	Accounts Payable	<u>155,811.10</u>
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY AMENDING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF PROVIDING SECURITY DURING THE REPLACEMENT OF THE DOORS FOR THE HANGAR 25 MUSEUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2023-24 budget for the City of Big Spring, Texas on September 26, 2023 (“Budget”); and

WHEREAS the City Manager and the Finance Director recommend that the City Council amend the Airpark Fund budgeted expenditures and amend the Budget previously approved;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS THAT:

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby amended by the amount of \$46,020 to account 410-021-610-5521-000 Special Services and decreasing account 410-021-610-5311-000 Maintenance of Buildings, for the purpose of providing security services during the removal of the doors at the Hangar 25 Museum.

SECTION 2. The remaining portions of Ordinance Number 049-2023 shall remain in full force and effect.

SECTION 3. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the reminder of this ordinance shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 23rd day of July, 2024 with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 13th day of August, 2024 with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; MAKING CERTAIN FINDINGS IN CONNECTION HERewith; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council finds it advisable to proceed as follows;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$495,000 to provide for the costs of Lead Service Line Inventory.

SECTION 3. That the City Manager, Russel Todd Darden, be and is hereby designated the authorized representative of the City of Big Spring for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 4. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation of such application and appear on behalf of and represent the City of Big Spring before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor:	<u>SAMCO Capital Markets, Inc.</u>
	<u>Duane Westerman</u>

Engineer:	<u>Jacob & Martin, LLC</u>
	<u>Kit Harle, P. E.</u>

Bond Counsel:	<u>McCall, Parkhurst & Horton, LLP</u>
	<u>Chris Settle</u>

SECTION 5. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 6. Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 7. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 8. This Resolution shall become effective upon its passage of the second reading.

SECTION 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **July, 2024** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **13th** day of **August, 2024** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING THE AUTHORIZED ORGANIZATION REPRESENTATIVE TO ACCEPT THE AWARD OF THE GRANT PROGRAMS DIRECTORATE'S FISCAL YEAR (FY) 2023 ASSISTANCE TO FIREFIGHTERS GRANT TO THE BIG SPRING FIRE DEPARTMENT; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Big Spring Fire Department submitted an application (Application Number: EMW-2023-FG-01666) for the Grant Programs Directorate's Fiscal Year (FY) 2023 Assistance to Firefighters Grant;

WHEREAS, City Council finds it advisable to proceed as follows;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. The City Council hereby authorizes the Authorized Organization Representative to accept the award of the Grant Programs Directorate's Fiscal Year (FY) 2023 Assistance to Firefighters Grant.

SECTION 3. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 5. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 6. This Resolution shall become effective upon its passage of the second reading.

SECTION 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **July, 2024** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **13th** day of **August, 2024** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

~~RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO~~

~~Mayer Brown LLP
333 South Grand, 47th Floor
Los Angeles, California 90071
Attention: Kathryn McCarthy~~
RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO

Jones Day
1221 Peachtree Street, N.E., Suite 400
Atlanta, Georgia 30361
Attention: Daniel French, Esq.

ESTOPPEL AND RECOGNITION AGREEMENT

AMONG

The City of Big Spring, Texas (Landlord)
Municipal Corrections Finance, L.P. (Tenant)
Citizens Bank, N.A. (Administrative Agent)
~~Alter Domus Products Corp. (First Lien Mortgagee)~~
Ankura Trust Company, LLC (~~Second Lien Mortgagee~~ Collateral Agent)

Relating to Premises in:

Howard County, Texas

DATED: As of ~~February~~ , 2023 , 2024

ESTOPPEL AND RECOGNITION AGREEMENT

For

THIS ESTOPPEL AND RECOGNITION AGREEMENT (this “*Certificate*”) is entered into effective as of ~~February~~, 2023, 2024 by The City of Big Spring, Texas, a municipal corporation of the State of Texas (together with its successors and assigns, “*Landlord*”), Municipal Corrections Finance, L.P., a Delaware limited partnership (together with its successors and assigns, “*Tenant*”), ~~Alter Domus Products Corp., a Delaware corporation~~ Citizens Bank, N.A., a national banking association, in its capacity as ~~current First Lien Mortgagee~~ administrative agent under the Credit Agreement (as defined ~~on~~ in Exhibit B) (in such capacity, together with its successors and assigns, the “*Administrative Agent*”), and Ankura Trust Company, LLC, a New Hampshire limited liability company, in its capacity as ~~current Second Lien Mortgagee~~ collateral agent under the Indenture (as defined ~~on~~ in Exhibit B); (in such capacity, together with its successors and assigns, the “*Collateral Agent*”). Administrative Agent and Collateral Agent may each be referred to hereunder as a “Mortgagee,” or collectively as “Mortgagees”.

WHEREAS, Landlord is the Lessor and Tenant is the Lessee under the Base Lease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “*Base Lease*”) with respect to certain real property located at 3700 Wright Ave, Big Spring, Texas, and Landlord is the owner in fee of the premises therein described (the “*Premises*”) as the Premises is more particularly described in Exhibit C;

WHEREAS, Tenant is the sublandlord and Landlord is the subtenant under the Amended Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “*Amended Sublease*”) with respect to the Premises;

WHEREAS, Landlord is the sub-sublandlord and Tenant is the sub-subtenant under the Secondary Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “*Secondary Sublease*”) with respect to the Premises. Each of the Base Lease, the Amended Sublease and the Secondary Sublease may be referred to herein as a “*Lease*” and collectively the “*Leases*”);

WHEREAS, Tenant and its affiliates have entered into various financing arrangements with Administrative Agent, Collateral Agent and certain other parties, under which the Leases and Tenant’s interests in the leasehold estates created thereby, including Tenant’s interest in any improvements on the Premises during such Lease term as set forth in the ~~Leases~~ Lease, will be used as collateral, as evidenced in part by the security instruments described on Exhibit B attached hereto (as ~~the same~~ each may be modified, amended, supplemented or restated from time to time, collectively, the “*Security Instruments*”). The improvements located on the Premises may be referred to herein as the “*Improvements*”.

WHEREAS, in connection with such financing arrangements, Tenant has granted and/or wishes to grant one or more mortgages, deeds of trust (or equivalent instruments) and/or other security interests on the Tenant’s interest in the Leases and the Premises and any improvements thereon (as each may be modified, amended, supplemented or restated from time

to time, collectively, the “*Mortgages*”), to the Mortgagees ~~(as further described and defined in Exhibit B attached hereto).~~

WHEREAS, this Certificate is intended to act as a consent, to the extent required under any of the Leases (but without implying any greater rights of approval than are set forth in the Leases), to the execution and delivery of such Mortgages.

NOW THEREFORE, for valuable consideration, Landlord (and, as applicable, Tenant, and, as applicable, Mortgagees) hereby agrees as follows and hereby acknowledges and accepts the rights afforded to each Mortgagee hereunder:

1. The Leases. Each of the Leases is in full force and effect and has not been modified, amended or supplemented except as described in Exhibit A attached hereto.

2. Defaults; Lease Term and Extension Options. Landlord agrees to waive any prior defaults of Tenant under the Leases, whether known, believed, suspected, or unknown by Landlord, predating the date of this Certificate. Landlord affirms that Tenant is current on all rent payments under the Leases. Landlord and Tenant recognize and agree that the failure of Landlord to assert its rights against Tenant under the Leases prior to the date of this Certificate for non-monetary default of which it is not aware, or as to which Landlord has not enforced remedies prior to the execution of this Certificate does not operate to limit the ability of Landlord to enforce any defaults under the Leases occurring after the date of this Certificate (including, without limitation, defaults which are due to the Tenant, Tenant’s mortgagee, or any assignees of a Tenant’s mortgagee failing to use the Premises as a correctional or detention facility without Landlord’s prior written consent in accordance with Section 25 of the Amendment to Leases dated August 14, 2001 —or any other Tenant defaults provided in the Leases) unless expressly waived by Landlord in writing. Landlord acknowledges that the first sentence of this paragraph constitutes such a waiver as to circumstances or events predating this Certificate, but not as to circumstances or events occurring after the date of this Certificate. Landlord is not in default under any of the Leases. Landlord has accepted any improvements at the Premises constructed by Tenant pursuant to any of the Leases and/or related agreements.—

The term of the Base Lease is scheduled to expire [August 7, 2030]¹ unless earlier terminated in accordance with its terms. With respect to the Base Lease, Tenant has three remaining extension options of five years each and one remaining extension option of two years.—

The term of the Amended Sublease is scheduled to expire [August 7, 2047]² unless earlier terminated in accordance with its terms. Tenant has no remaining options to extend the Amended Sublease. —————

¹ [NTD: GEO to confirm]

² [NTD: GEO to confirm]

The term of the Secondary Sublease is scheduled to expire [August 7, 2025]³ unless earlier terminated in accordance with its terms. With respect to the Secondary Sublease, Tenant has four remaining extension options of five years each and one remaining extension option of two years.

3. ~~Other~~Cure Rights.

(a) Landlord expressly acknowledges and affirms that each Mortgagee shall have the rights of a Leasehold Mortgagee described in (and on the terms set forth in) the Amendment to Leases dated August 14, 2001 among the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. with respect to each of the Tenant's interests as lessee under the Base Lease and the Secondary Sublease, and Tenant's interest as sublessor under the Amended Sublease. In connection with such rights, each of the Mortgages shall be considered a Leasehold Mortgage under the terms of such amendment with respect to the Base Lease, the Amended Sublease and the Secondary Sublease, and under no circumstance will the fee interests of Landlord in the Premises be pledged as collateral under or be subordinate to any Mortgage or other security interest undertaken by Tenant. For purposes of Section 12 of ~~this Estoppel and Recognition Agreement~~Certificate, the foregoing shall be deemed contents of the applicable Leases. Notwithstanding any of the foregoing or anything to the contrary in any of the Leases, the Mortgagees and Tenant hereby agree and the Landlord acknowledges that while the ~~Second Lien Mortgagee (as defined in Exhibit B)~~Collateral Agent shall be entitled to cure any default of Tenant under any Lease in accordance with the foregoing, it may not foreclose any Mortgage or acquire Tenant's interest under any Lease unless and until ~~First Lien Mortgagee~~the Administrative Agent has confirmed in writing that all amounts outstanding under the ~~Exchange~~ Credit Agreement (as defined in Exhibit B) have been repaid in full, which writing shall be delivered to all parties hereunder upon such repayment or otherwise, following such repayment, promptly upon request from time to time, as applicable.

(b) Tenant, ~~First Lien Mortgagee and Second Lien Mortgagee~~Administrative Agent and Collateral Agent acknowledge and agree that the Tenant's interests in the Improvements pursuant to any Lease must at all times be held in common with Tenant's (or its successor's or assign's) interest under such Lease, and the Improvements shall not be treated independent of or bifurcated from the Premises or the leasehold estates under the Leases.

(c) No designee or assignee of any ~~Leasehold~~ Mortgagee shall be permitted to operate a correctional facility on the Premises unless such designee or assignee possesses, or engages a third party operator for the Premises who possesses, professional knowledge and competency in the operation, management, and administration of a correctional or detention facility, in accordance with the standards ordinarily exercised by reputable professionals in the industry, and in compliance with all applicable laws, codes, policies, and regulations.

4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed properly given when received by Landlord or Tenant at their addresses as provided in the Leases and, in the case of the Mortgagees, as follows:

³ [NTD: GEO to confirm]

If to ~~First Lien Mortgagee~~ Administrative Agent:

Citizens Bank, N.A., as Administrative Agent
20 Cabot Road
Medford, MA 02155
Attention: Agency Servicing (Project GEO)
~~Alter Domus Products Corp.~~
~~225 W. Washington Street, 9th Floor~~
~~Chicago, Illinois 60606~~
~~Attention: Legal Department—Agency, Emily Ergang Pappas and Vincent Bonano~~

If to ~~Second Lien Mortgagee~~ Collateral Agent:

Ankura Trust Company, LLC, as ~~Second Lien~~-Collateral Trustee Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Krista Gulalo, Managing Director

Ankura Trust Company, LLC, as ~~Second Lien~~-Collateral Trustee Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Beth Micena, Managing Director

Landlord hereby agrees to give each Mortgagee, concurrently with the giving thereof to Tenant, a copy of any and all notices, requests, demands or other communications relating to any failure by Tenant to perform any of the terms and provisions of any of the Leases, and any other notices or other communications which Landlord is required to give to Tenant pursuant to any of the Leases or by law.

5. Consent to Mortgages. Landlord hereby consents to the Mortgages encumbering the Leases and the leasehold estate created thereby, including Tenant's interest in any improvements on the Premises during such Lease term as set forth in the Leases, and acknowledges that such mortgaging shall not impose any obligation on any Mortgagee under any of the Mortgages, unless and until such Mortgagee shall succeed to Tenant's interests under the Lease(s) through foreclosure or otherwise.

6. Modification of Tenant's Liabilities. The lenders extending credit and/or holding the Notes (as defined in Exhibit B) or the loans under the ~~Exchange~~-Credit Agreement (as defined in Exhibit B), and/or the Indenture (as defined in Exhibit B), as applicable, may, without affecting the validity of this Certificate or the Leases, extend, amend, modify, increase or restate, in any way, the terms of the applicable loans or the Notes or the payment or performance of any of Tenant's liabilities, including, without limitation, the Mortgages themselves, without the consent of Landlord and without giving notice thereof to Landlord.

7. Term. The provisions of this Certificate shall continue in full force and effect until Landlord shall have received each Mortgagee's written certification that the loans or

Notes, as applicable to such Mortgagee, have been indefeasibly paid in full and all of the obligations have been satisfied. Upon any Mortgagee's written confirmation that it has received full and final payment of its loans or Notes described herein, such Mortgagee shall cease to have any rights hereunder. In no instance shall the security interests granted pursuant to the Mortgages extend beyond the expiration of the final terms of the Leases.

8. Successors. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, each Mortgagee, and their respective successors and assigns. Landlord will disclose the terms and conditions of this Certificate to any purchaser or successor to Landlord's interest in the Premises. In the event any Mortgagee or its designee acquire Tenant's interest in any of the Lease(s), upon subsequent transfer of such Mortgagee's (or as applicable its designee's) interest in the applicable Lease(s) thereafter, neither such Mortgagee nor any designee thereof shall be liable for obligations thereunder which accrue after the date of such subsequent transfer.

9. Mortgage by Landlord. Landlord shall, in the event it places a mortgage, deed of trust (or equivalent instruments) and/or other security interests upon the Premises, cause such mortgage, deed of trust (or equivalent instruments) and/or other security interests to provide that the mortgagee or beneficiary thereunder will not disturb the possession and other rights of Tenant under any of the Leases, or of any Mortgagee or its designee hereunder or under the Mortgages, such agreement to be binding in the event of foreclosure by such mortgagee or beneficiary, including upon any person purchasing the Premises at any foreclosure sale.

10. Modifications. No modification, supplement or mutual agreement of termination of any of the Leases shall be binding upon any Mortgagee unless Tenant obtains the prior written consent of such Mortgagee.

11. Options to Purchase, Terminate, Extend or Renew. For purposes of the following, references to "loan documents" shall include, without limitation, the Security Instruments and the Mortgages, and "credit facility" shall include any funds available and any debt or other obligations outstanding under the foregoing. Landlord and, by its signature below, Tenant, hereby agree that (i) Tenant's exercise of a voluntary termination of any the Leases and/or Tenant's exercise of any right to treat any rejected Lease as terminated (including in a bankruptcy of Landlord or Tenant), shall not be effective unless consented to in writing by the ~~First Lien Mortgagee and the Second Lien Mortgagee~~ Administrative Agent and the Collateral Agent (and as between Tenant and each Mortgagee, such Mortgagee shall not withhold such consent to the extent the such termination is not in violation of the loan documents evidencing and securing such Mortgagee's credit facility), and (ii) Tenant's exercise of any rights of first refusal or options to purchase all or any portion of the Premises shall be subject to each Mortgagee's written confirmation to Landlord that it has concurrently received (or is not required to receive, pursuant to the loan documents evidencing or securing such Mortgagee's credit facility) a security interest in all of Tenant's and its affiliates' right, title and interest in and to the Premises that may exist following the exercise of such right or option. As between Tenant and each Mortgagee, such Mortgagee shall promptly provide such written confirmation or waiver (as applicable in accordance with the loan documents evidencing or securing such Mortgagee's credit facility) upon request. Any such security interest which is required pursuant to the loan documents evidencing and securing such Mortgagee's credit facility, shall otherwise

be in form and substance similar to such Mortgagee's pre-existing Mortgage. Landlord acknowledges and agrees that any such subsequent mortgage shall be entitled to the same rights and benefits afforded the Mortgagee thereof with respect to its Mortgage under this ~~Estoppel and Recognition Agreement~~Certificate without the necessity of any further action hereunder. In the event Tenant fails to timely exercise any options to extend or renew any of the Leases, the parties hereby agree that the term of the applicable Lease(s) (or the period to exercise such option, as applicable) shall automatically be extended to the tenth (10th) business day after Landlord delivers a notice to the ~~First Lien Mortgagee and the Second Lien Mortgagee~~Administrative Agent and the Collateral Agent stating that Tenant has failed to timely exercise an option to extend or renew the term of the applicable Lease(s). During such ten (10) business day period each of the ~~First Lien Mortgagee and the Second Lien Mortgagee~~Administrative Agent and the Collateral Agent shall have the option of extending or renewing, on behalf of the Tenant, the applicable Lease(s) for the extension or renewal term. If either such Mortgagee so extends or renews any of the Leases, the term of such Lease shall accordingly be so extended or renewed. Any liens on Tenant's property granted in favor of Landlord pursuant to any Lease shall be subordinate to the Mortgages, and to the extent arising due to a Tenant default shall be extinguished by the foreclosure of any Mortgage or transfer in lieu thereof, provided that Mortgagee has caused any monetary default on the part of Tenant to be cured.

12. Conflicts. If there is a conflict between the terms of any of Leases and this Certificate, the terms of this Certificate shall prevail. As between the Mortgagees, this ~~Estoppel and Recognition Agreement~~Certificate shall govern any matter expressly referred to herein, and any other matter between the Mortgagees shall be governed by the intercreditor agreement entered into by such Mortgagees. Neither the ~~First Lien Mortgagee nor the Second Lien Mortgagee shall be~~Administrative Agent nor the Collateral Agent shall be responsible for the obligations or liabilities (if any) of the other hereunder. As between the Tenant and each Mortgagee, in taking (or refraining from) any actions under or pursuant to this Certificate, the applicable Mortgagee shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the its Security Instruments and other loan documents in all of its capacities thereunder.

13. Recording. This instrument may be recorded in the applicable recording office in the County and State in which the Premises is located.

14. Anti-Merger. Notwithstanding the fact that Tenant holds the lessee interest under the Base Lease, the sublessor interest under the Amended Sublease, and the sub-sublessee interest under the Secondary Sublease, it is Landlord and Tenant's intent that the Base Lease, Amended Sublease and Secondary Sublease not merge but remain separate and distinct interests.

15. Governing Law. This Certificate shall be governed by the laws of the state in which the Premises is located.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Estoppel and Recognition Agreement effective as of the day first above written,

LANDLORD:

THE CITY OF BIG SPRING, TEXAS,
a municipal corporation of the State of Texas

By: _____
Name: _____
Title: - _____

STATE OF TEXAS)
)ss:
COUNTY OF HOWARD)

~~COUNTY OF HOWARD~~)~~ss:~~
~~)~~

The foregoing instrument was acknowledged before me by means of ☐ physical presence ~~or~~ ☐ of ☐ online notarization this ____ day of _____, 20____, by _____, _____ of _____, a _____, _____, 2024, by _____, as _____ of The City of Big Spring, Texas, a municipal corporation of the State of Texas, on behalf of the _____ corporation. He/she is:

☐ personally known to me; or

☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF ~~TEXAS~~ _____

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on attached pages]

[Signatures continue on attached pages]

The undersigned ~~First Lien Mortgagee and Second Lien Mortgagee~~ Administrative Agent and Collateral Agent are joining in this agreement to confirm their consent to the provisions hereof:

~~FIRST LIEN MORTGAGEE~~ ADMINISTRATIVE AGENT:

~~ALTER DOMUS PRODUCTS CORP.,~~
~~a Delaware corporation~~

CITIZENS BANK, N.A., a national banking association, as Administrative Agent under the ~~Exchange Credit Facility Agreement~~

By: _____

Name: _____

Title: - _____

ACKNOWLEDGEMENT

State of Illinois

County of Cook

On _____, ~~202~~ 2024, before me, _____, a Notary Public, personally appeared _____, the _____ of _____, a(n) ~~[corporation, LLC, limited partnership]~~ _____, as _____ of Citizens Bank, N.A., a national banking association, who is personally ~~know~~ known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary

My Commission Expires: _____

[Signatures continue on attached pages]

|

|

~~SECOND LIEN MORTGAGEE~~ COLLATERAL
AGENT:

~~ANKURA TRUST COMPANY~~ ANKURA
TRUST COMPANY, LLC,

a New Hampshire limited liability company-
~~as Second Lien,~~ as Collateral ~~Trustee~~ Agent under
the ~~Private Exchange Notes~~ Indenture

By: _____

Name: _____

Title: - _____

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, ~~2023~~ _____, 2024, within my jurisdiction, _____ the _____ within _____ named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.

(NOTARY PUBLIC)

My commission expires:

(Affix official seal, if applicable)

[Signatures continue on attached page]

~~ANKURA TRUST COMPANY, LLC,~~
~~a New Hampshire limited liability company~~
~~as Second Lien Collateral Trustee under the Public~~
~~Exchange Notes Indenture~~

By: _____
Name: _____
Title: _____

~~STATE OF CONNECTICUT~~
~~COUNTY OF FAIRFIELD~~

~~Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2023, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.~~

_____~~(NOTARY PUBLIC)~~

~~My commission expires:~~

~~(Affix official seal, if applicable)~~

Exhibit A

Base Lease:

- ~~(1)~~ Industrial Park Lease Agreement dated August 7, 1990 between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.
- ~~(2)~~ Industrial Park Lease Agreement Addendum dated November 26, 1990 between City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.
- ~~(3)~~ Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.
- ~~(4)~~ Items (1), (2) and (3) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.
- ~~(5)~~ Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.
- ~~(6)~~ Amendment to Leases dated August 14, 2001 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc.
- ~~(7)~~ Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee
- ~~(8)~~ Items (6) and (7) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

[Exhibit continues on attached pages]

Amended Sublease:

~~(1)~~ Amended Sublease Agreement (Airpark Unit) between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee dated July 1, 1996.

~~(2)~~ Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

~~(3)~~ Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.

~~(4)~~ Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.

~~(5)~~ Amendment to Leases dated August 14, 2001 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc.

~~(6)~~ Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

~~(7)~~ Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Secondary Sublease:

~~(1)~~ Secondary Sublease Agreement (Airpark Unit) between the City of Big Spring, Texas, a municipal corporation and Ed Davenport dated July 1, 1996

~~(2)~~ Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

~~(3)~~ Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.

~~(4)~~ Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of

~~Exhibit A-2~~

Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.

~~(5)~~ Amendment to Leases dated August 14, 2001 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc.

~~(6)~~ Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

~~(7)~~ Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

~~Exhibit A-3~~

Airpark Ground Lease Recognition Agreement

~~750347412~~76105006;2
[NAI-1540001221v4](#)

Exhibit B

Security Instruments:

- a. ~~that~~That certain Credit Agreement dated ~~August 19, 2022~~as of April 18, 2024 (as the same may be modified, supplemented, amended ~~and, or~~ amended and restated and in effect from time to time, the “~~Exchange Credit Agreement~~”) by and among The ~~Geo~~GEO Group, Inc. ~~and Geo, a Florida corporation, and GEO Corrections Holdings, Inc., a Florida corporation,~~ as borrowers (collectively, “Borrowers”), various lenders identified therein and extending credit thereunder to Tenant and/or its affiliates which are parties thereto, and ~~Alter Domus Products Corp., a Delaware corporation~~Citizens Bank, N.A., a national banking association, as administrative agent on behalf of the lenders identified therein, and that certain Guaranty Agreement ~~of the same date~~dated as of April 18, 2024 executed by Tenant and various other affiliates of Borrowers as guarantors of Borrowers’ obligations under the ~~Exchange~~ Credit Agreement and related instruments~~;-~~.
- b. ~~that~~That certain Indenture dated as of ~~August 19, 2022~~April 18, 2024 among The GEO Group, Inc., ~~the guarantors party thereto, and Ankura Trust Company, LLC as the Trustee and Second Lien Collateral Trustee thereunder regarding the 9.500% Senior Second Lien Secured Notes due 2028 (the “Private Exchange Notes Indenture”), and that certain Indenture dated August 19, 2022 among The GEO Group, Inc. a Florida corporation, as issuer,~~ the guarantors party thereto, and Ankura Trust Company, LLC, as ~~the Trustee and Second Lien Collateral Trustee thereunder regarding the 10.5008.625% Senior Second Lien Secured Notes due 2028~~2029 (as the “~~Public Exchange Notes Indenture~~” and together with the ~~Private Exchange Notes Indenture, collectively, the “same may be modified, supplemented, amended, and amended and restated and in effect from time to time, the “Indenture”~~”) (the obligations of The GEO Group, Inc. with respect to the ~~Private Exchange Notes Indenture and the Public Exchange Notes Indenture and~~ notes issued thereunder, collectively, the “~~Notes”~~,” all of which shall be considered Security Instruments hereunder)).

Mortgagees:

- i. ~~Alter Domus Products Corp. not in its individual capacity but solely as the current administrative agent under the Exchange Credit Agreement (together with its successors and assigns, the “First Lien Mortgagee”),~~
- ii. ~~Ankura Trust Company, LLC not in its individual capacity but solely as the current Second Lien Collateral Trustee under the Private Exchange Notes Indenture (together with its successors and assigns, “Second Lien Private Notes Mortgagee”); and~~
- iii. ~~Ankura Trust Company, LLC not in its individual capacity but solely as the current Second Lien Collateral Trustee under the Public Exchange Notes Indenture (together with its successors and assigns, “Second Lien Public Notes Mortgagee”, collectively with its capacity as the Second Lien Private Notes Mortgagee, the “Second Lien Mortgagee”).~~

~~The First Lien Mortgagee and the Second Lien Mortgagee may each be referred to hereunder as a “Mortgagee”.~~

Exhibit C

That certain real property located in Howard County, Texas, and more particularly described as follows:

Being a 14.688 acre tract of land, more or less, out of Section 2 and 11, Block 33, T-1- S, T. & P. RR. Co. Survey, Howard County, Texas, Big Spring Airport, (formerly Webb Air Force Base), and more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{3}{4}$ " G.I.P. back of curb, Wright Avenue, Big Spring Airport, in Section 2, Block 33, T-1-S, T. & P. RR. Co. Survey, for the SE corner of this tract; from whence a 2" G.I.P., the SE corner of Section 2 and the SW corner of Section 1, bears S. 14 deg. 31' 59" E. 76.13' and N. 75 deg. 15' 29" E. 2494.47';

THENCE S. 77 deg. 49' 06" W. with the back of curb, Wright Avenue, 317.55' to a $\frac{3}{4}$ " G.I.P. for a point of angle in the South line of this tract;

THENCE S. 70 deg. 06' 50" W. 156.87' to a $\frac{3}{4}$ " G.I.P., back of curb, Wright Avenue, for a point of angle in the South line of this tract;

THENCE S. 53 deg. 31' 05" W. with the back of curb, Wright Avenue, at 205.87' cross the South line of Section 2 and North line of Section 3, 1131.62' in all to a 120-d spike set in pavement, Wright Avenue, for the SW corner of this tract;

THENCE N. 36 deg. 34' 42" W. 267.77' to a 120-d nail set In pavement of parking lot for the NW corner of this tract;

THENCE N. 53 deg. 31' 05" E. at 251.68' cross the north line of Section 3 and the south line of Section 2, 434.27' in all to a $\frac{3}{4}$ " G.I.P. back of curb, on west side of Second Street for an interior corner (angle) in the north line of this tract;

THENCE N. 36 deg. 28' 17" W. with the back of west curb, Second Street, 222.66 to a 314" G.I.P. for an exterior corner (angle) in the north line of this tract;

THENCE N. 53 deg. 32' 03" E. 321.82' to a 120-d spike in pavement, east side of Third Street, for an exterior corner (angle) in the north line of this tract;

THENCE S. 36 deg. 26' 58" E. 190.48' to a 120-d spike in pavement, north line of Avenue E, for an interior corner (angle) in the north line of this tract;

THENCE N. 53 deg. 18' 58" E. 452.21' to a 120-d nail in pavement west side of Fourth Street for an interior corner (angle) in the north line of this tract;

THENCE N. 36 deg. 25' 54" W. 36.05 to a $\frac{3}{4}$ " G.I.P., West side of Fourth Street, for an exterior corner (angle) in the north line of this tract;

THENCE N. 53 deg. 34' 54" E. with back of curb, North side of Avenue E, 544.46' to a 3/4" G.I.P. for the NE corner of this tract;

THENCE S. 43 deg. 41' 37" E. 208.65' to a 3/4" G.I.P., for a point of angle in the east line of this tract;

THENCE S. 02 deg. 20' 18" E. 369.00' to the place of beginning. Containing 14.688 acre of land, more or less.

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 7/18/2024 12:04:15 PM	
Style name: JD Color	
Intelligent Table Comparison: Inactive	
Original filename: GEO - 2022 Financing Airpark Ground Lease Recognition Agreement (750347412 9).docx	
Modified DMS: iw://naiweb.firm.jonesday.net/NAI/1540001221/4	
Changes:	
<u>Add</u>	224
Delete	267
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	491

RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO

Jones Day
1221 Peachtree Street, N.E., Suite 400
Atlanta, Georgia 30361
Attention: Daniel French, Esq.

ESTOPPEL AND RECOGNITION AGREEMENT

AMONG

The City of Big Spring, Texas (Landlord)
Municipal Corrections Finance, L.P. (Tenant)
Citizens Bank, N.A. (Administrative Agent)
Ankura Trust Company, LLC (Collateral Agent)

Relating to Premises in:

Howard County, Texas

DATED: As of _____, 2024

ESTOPPEL AND RECOGNITION AGREEMENT

For

THIS ESTOPPEL AND RECOGNITION AGREEMENT (this “**Certificate**”) is entered into effective as of _____ 2024 by The City of Big Spring, Texas, a municipal corporation of the State of Texas (together with its successors and assigns, “**Landlord**”), Municipal Corrections Finance, L.P., a Delaware limited partnership (together with its successors and assigns, “**Tenant**”), Citizens Bank, N.A., a national banking association, in its capacity as administrative agent under the Credit Agreement (as defined in Exhibit B) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”), and Ankura Trust Company, LLC, a New Hampshire limited liability company, in its capacity as collateral agent under the Indenture (as defined in Exhibit B) (in such capacity, together with its successors and assigns, the “**Collateral Agent**”). Administrative Agent and Collateral Agent may each be referred to hereunder as a “**Mortgagee**,” or collectively as “**Mortgagees**”.

WHEREAS, Landlord is the Lessor and Tenant is the Lessee under the Base Lease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Base Lease**”) with respect to certain real property located at 3700 Wright Ave, Big Spring, Texas, and Landlord is the owner in fee of the premises therein described (the “**Premises**”) as the Premises is more particularly described in Exhibit C;

WHEREAS, Tenant is the sublandlord and Landlord is the subtenant under the Amended Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Amended Sublease**”) with respect to the Premises;

WHEREAS, Landlord is the sub-sublandlord and Tenant is the sub-subtenant under the Secondary Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Secondary Sublease**”) with respect to the Premises. Each of the Base Lease, the Amended Sublease and the Secondary Sublease may be referred to herein as a “**Lease**” and collectively the “**Leases**”);

WHEREAS, Tenant and its affiliates have entered into various financing arrangements with Administrative Agent, Collateral Agent and certain other parties, under which the Leases and Tenant’s interests in the leasehold estates created thereby, including Tenant’s interest in any improvements on the Premises during such Lease term as set forth in the Lease, will be used as collateral, as evidenced in part by the security instruments described on Exhibit B attached hereto (as each may be modified, amended, supplemented or restated from time to time, collectively, the “**Security Instruments**”). The improvements located on the Premises may be referred to herein as the “**Improvements**”.

WHEREAS, in connection with such financing arrangements, Tenant has granted and/or wishes to grant one or more mortgages, deeds of trust (or equivalent instruments) and/or other security interests on the Tenant’s interest in the Leases and the Premises and any improvements thereon (as each may be modified, amended, supplemented or restated from time to time, collectively, the “**Mortgages**”), to the Mortgagees.

WHEREAS, this Certificate is intended to act as a consent, to the extent required under any of the Leases (but without implying any greater rights of approval than are set forth in the Leases), to the execution and delivery of such Mortgages.

NOW THEREFORE, for valuable consideration, Landlord (and, as applicable, Tenant, and, as applicable, Mortgagees) hereby agrees as follows and hereby acknowledges and accepts the rights afforded to each Mortgagee hereunder:

1. The Leases. Each of the Leases is in full force and effect and has not been modified, amended or supplemented except as described in Exhibit A attached hereto.

2. Defaults; Lease Term and Extension Options. Landlord agrees to waive any prior defaults of Tenant under the Leases, whether known, believed, suspected, or unknown by Landlord, predating the date of this Certificate. Landlord affirms that Tenant is current on all rent payments under the Leases. Landlord and Tenant recognize and agree that the failure of Landlord to assert its rights against Tenant under the Leases prior to the date of this Certificate for non-monetary default of which it is not aware, or as to which Landlord has not enforced remedies prior to the execution of this Certificate does not operate to limit the ability of Landlord to enforce any defaults under the Leases occurring after the date of this Certificate (including, without limitation, defaults which are due to the Tenant, Tenant's mortgagee, or any assignees of a Tenant's mortgagee failing to use the Premises as a correctional or detention facility without Landlord's prior written consent in accordance with Section 25 of the Amendment to Leases dated August 14, 2001 —or any other Tenant defaults provided in the Leases) unless expressly waived by Landlord in writing. Landlord acknowledges that the first sentence of this paragraph constitutes such a waiver as to circumstances or events predating this Certificate, but not as to circumstances or events occurring after the date of this Certificate. Landlord is not in default under any of the Leases. Landlord has accepted any improvements at the Premises constructed by Tenant pursuant to any of the Leases and/or related agreements.

The term of the Base Lease is scheduled to expire [August 7, 2030]¹ unless earlier terminated in accordance with its terms. With respect to the Base Lease, Tenant has three remaining extension options of five years each and one remaining extension option of two years.

The term of the Amended Sublease is scheduled to expire [August 7, 2047]² unless earlier terminated in accordance with its terms. Tenant has no remaining options to extend the Amended Sublease.

The term of the Secondary Sublease is scheduled to expire [August 7, 2025]³ unless earlier terminated in accordance with its terms. With respect to the Secondary Sublease, Tenant has four remaining extension options of five years each and one remaining extension option of two years.

3. Cure Rights.

¹ [NTD: GEO to confirm]

² [NTD: GEO to confirm]

³ [NTD: GEO to confirm]

(a) Landlord expressly acknowledges and affirms that each Mortgagee shall have the rights of a Leasehold Mortgagee described in (and on the terms set forth in) the Amendment to Leases dated August 14, 2001 among the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. with respect to each of the Tenant's interests as lessee under the Base Lease and the Secondary Sublease, and Tenant's interest as sublessor under the Amended Sublease. In connection with such rights, each of the Mortgages shall be considered a Leasehold Mortgage under the terms of such amendment with respect to the Base Lease, the Amended Sublease and the Secondary Sublease, and under no circumstance will the fee interests of Landlord in the Premises be pledged as collateral under or be subordinate to any Mortgage or other security interest undertaken by Tenant. For purposes of Section 12 of Certificate, the foregoing shall be deemed contents of the applicable Leases. Notwithstanding any of the foregoing or anything to the contrary in any of the Leases, the Mortgagees and Tenant hereby agree and the Landlord acknowledges that while the Collateral Agent shall be entitled to cure any default of Tenant under any Lease in accordance with the foregoing, it may not foreclose any Mortgage or acquire Tenant's interest under any Lease unless and until the Administrative Agent has confirmed in writing that all amounts outstanding under the Credit Agreement (as defined in Exhibit B) have been repaid in full, which writing shall be delivered to all parties hereunder upon such repayment or otherwise, following such repayment, promptly upon request from time to time, as applicable.

(b) Tenant, Administrative Agent and Collateral Agent acknowledge and agree that the Tenant's interests in the Improvements pursuant to any Lease must at all times be held in common with Tenant's (or its successor's or assign's) interest under such Lease, and the Improvements shall not be treated independent of or bifurcated from the Premises or the leasehold estates under the Leases.

(c) No designee or assignee of any Mortgagee shall be permitted to operate a correctional facility on the Premises unless such designee or assignee possesses, or engages a third party operator for the Premises who possesses, professional knowledge and competency in the operation, management, and administration of a correctional or detention facility, in accordance with the standards ordinarily exercised by reputable professionals in the industry, and in compliance with all applicable laws, codes, policies, and regulations.

4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed properly given when received by Landlord or Tenant at their addresses as provided in the Leases and, in the case of the Mortgagees, as follows:

If to Administrative Agent:

Citizens Bank, N.A., as Administrative Agent
20 Cabot Road
Medford, MA 02155
Attention: Agency Servicing (Project GEO)

If to Collateral Agent:

Ankura Trust Company, LLC, as Collateral Agent
140 Sherman Street, 4th Floor

Fairfield, CT 06824
Attention: Krista Gulalo, Managing Director

Ankura Trust Company, LLC, as Collateral Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Beth Micena, Managing Director

Landlord hereby agrees to give each Mortgagee, concurrently with the giving thereof to Tenant, a copy of any and all notices, requests, demands or other communications relating to any failure by Tenant to perform any of the terms and provisions of any of the Leases, and any other notices or other communications which Landlord is required to give to Tenant pursuant to any of the Leases or by law.

5. Consent to Mortgages. Landlord hereby consents to the Mortgages encumbering the Leases and the leasehold estate created thereby, including Tenant's interest in any improvements on the Premises during such Lease term as set forth in the Leases, and acknowledges that such mortgaging shall not impose any obligation on any Mortgagee under any of the Mortgages, unless and until such Mortgagee shall succeed to Tenant's interests under the Lease(s) through foreclosure or otherwise.

6. Modification of Tenant's Liabilities. The lenders extending credit and/or holding the Notes (as defined in Exhibit B) or the loans under the Credit Agreement (as defined in Exhibit B), and/or the Indenture (as defined in Exhibit B), as applicable, may, without affecting the validity of this Certificate or the Leases, extend, amend, modify, increase or restate, in any way, the terms of the applicable loans or the Notes or the payment or performance of any of Tenant's liabilities, including, without limitation, the Mortgages themselves, without the consent of Landlord and without giving notice thereof to Landlord.

7. Term. The provisions of this Certificate shall continue in full force and effect until Landlord shall have received each Mortgagee's written certification that the loans or Notes, as applicable to such Mortgagee, have been indefeasibly paid in full and all of the obligations have been satisfied. Upon any Mortgagee's written confirmation that it has received full and final payment of its loans or Notes described herein, such Mortgagee shall cease to have any rights hereunder. In no instance shall the security interests granted pursuant to the Mortgages extend beyond the expiration of the final terms of the Leases.

8. Successors. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, each Mortgagee, and their respective successors and assigns. Landlord will disclose the terms and conditions of this Certificate to any purchaser or successor to Landlord's interest in the Premises. In the event any Mortgagee or its designee acquire Tenant's interest in any of the Lease(s), upon subsequent transfer of such Mortgagee's (or as applicable its designee's) interest in the applicable Lease(s) thereafter, neither such Mortgagee nor any designee thereof shall be liable for obligations thereunder which accrue after the date of such subsequent transfer.

9. Mortgage by Landlord. Landlord shall, in the event it places a mortgage, deed of trust (or equivalent instruments) and/or other security interests upon the Premises, cause such mortgage, deed of trust (or equivalent instruments) and/or other security interests to provide that the mortgagee or beneficiary thereunder will not disturb the possession and other rights of Tenant under any of the Leases, or of any Mortgagee or its designee hereunder or under the Mortgages, such agreement to be binding in the event of foreclosure by such mortgagee or beneficiary, including upon any person purchasing the Premises at any foreclosure sale.

10. Modifications. No modification, supplement or mutual agreement of termination of any of the Leases shall be binding upon any Mortgagee unless Tenant obtains the prior written consent of such Mortgagee.

11. Options to Purchase, Terminate, Extend or Renew. For purposes of the following, references to “loan documents” shall include, without limitation, the Security Instruments and the Mortgages, and “credit facility” shall include any funds available and any debt or other obligations outstanding under the foregoing. Landlord and, by its signature below, Tenant, hereby agree that (i) Tenant’s exercise of a voluntary termination of any the Leases and/or Tenant’s exercise of any right to treat any rejected Lease as terminated (including in a bankruptcy of Landlord or Tenant), shall not be effective unless consented to in writing by the Administrative Agent and the Collateral Agent (and as between Tenant and each Mortgagee, such Mortgagee shall not withhold such consent to the extent the such termination is not in violation of the loan documents evidencing and securing such Mortgagee’s credit facility), and (ii) Tenant’s exercise of any rights of first refusal or options to purchase all or any portion of the Premises shall be subject to each Mortgagee’s written confirmation to Landlord that it has concurrently received (or is not required to receive, pursuant to the loan documents evidencing or securing such Mortgagee’s credit facility) a security interest in all of Tenant’s and its affiliates’ right, title and interest in and to the Premises that may exist following the exercise of such right or option. As between Tenant and each Mortgagee, such Mortgagee shall promptly provide such written confirmation or waiver (as applicable in accordance with the loan documents evidencing or securing such Mortgagee’s credit facility) upon request. Any such security interest which is required pursuant to the loan documents evidencing and securing such Mortgagee’s credit facility, shall otherwise be in form and substance similar to such Mortgagee’s pre-existing Mortgage. Landlord acknowledges and agrees that any such subsequent mortgage shall be entitled to the same rights and benefits afforded the Mortgagee thereof with respect to its Mortgage under this Certificate without the necessity of any further action hereunder. In the event Tenant fails to timely exercise any options to extend or renew any of the Leases, the parties hereby agree that the term of the applicable Lease(s) (or the period to exercise such option, as applicable) shall automatically be extended to the tenth (10th) business day after Landlord delivers a notice to the Administrative Agent and the Collateral Agent stating that Tenant has failed to timely exercise an option to extend or renew the term of the applicable Lease(s). During such ten (10) business day period each of the Administrative Agent and the Collateral Agent shall have the option of extending or renewing, on behalf of the Tenant, the applicable Lease(s) for the extension or renewal term. If either such Mortgagee so extends or renews any of the Leases, the term of such Lease shall accordingly be so extended or renewed. Any liens on Tenant’s property granted in favor of Landlord pursuant to any Lease shall be subordinate to the Mortgages, and to the extent arising due to a Tenant default shall be extinguished

by the foreclosure of any Mortgage or transfer in lieu thereof, provided that Mortgagee has caused any monetary default on the part of Tenant to be cured.

12. Conflicts. If there is a conflict between the terms of any of Leases and this Certificate, the terms of this Certificate shall prevail. As between the Mortgagees, this Certificate shall govern any matter expressly referred to herein, and any other matter between the Mortgagees shall be governed by the intercreditor agreement entered into by such Mortgagees. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the obligations or liabilities (if any) of the other hereunder. As between the Tenant and each Mortgagee, in taking (or refraining from) any actions under or pursuant to this Certificate, the applicable Mortgagee shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the its Security Instruments and other loan documents in all of its capacities thereunder.

13. Recording. This instrument may be recorded in the applicable recording office in the County and State in which the Premises is located.

14. Anti-Merger. Notwithstanding the fact that Tenant holds the lessee interest under the Base Lease, the sublessor interest under the Amended Sublease, and the sub-sublessee interest under the Secondary Sublease, it is Landlord and Tenant's intent that the Base Lease, Amended Sublease and Secondary Sublease not merge but remain separate and distinct interests.

15. Governing Law. This Certificate shall be governed by the laws of the state in which the Premises is located.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Estoppel and Recognition Agreement effective as of the day first above written,

LANDLORD:

THE CITY OF BIG SPRING, TEXAS,
a municipal corporation of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss:
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence of ☐ online notarization this ____ day of _____, 2024, by _____, as _____ of The City of Big Spring, Texas, a municipal corporation of the State of Texas, on behalf of the corporation. He/she is:

- ☐ personally known to me: or
- ☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF _____

(Print, Type or Stamp Commissioned Name of
Notary Public)

[Signatures continue on attached pages]

The undersigned is joining in this agreement to confirm its consent to the provisions hereof:

TENANT:

MUNICIPAL CORRECTIONS FINANCE, L.P.
a Delaware limited partnership

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence of ☐ online notarization this ____ day of _____, 2024, by _____, as _____ of MUNICIPAL CORRECTIONS FINANCE, L.P., a Delaware limited partnership, on behalf of the limited partnership. He is:

- ☐ personally known to me; or
- ☐ produced the following identification:

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

The undersigned Administrative Agent and Collateral Agent are joining in this agreement to confirm their consent to the provisions hereof:

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A., a national banking association, as Administrative Agent under the Credit Agreement

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

State of Illinois

County of Cook

On _____, 2024, before me, _____, a Notary Public, personally appeared _____, as _____ of Citizens Bank, N.A., a national banking association, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary

My Commission Expires: _____

[Signatures continue on attached pages]

COLLATERAL AGENT:

ANKURA TRUST COMPANY, LLC, a New Hampshire limited liability company, as Collateral Agent under the Indenture

By: _____
Name: _____
Title: _____

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2024, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.

_____(NOTARY PUBLIC)

My commission expires:

(Affix official seal, if applicable)

[Signatures continue on attached page]

Exhibit A

Base Lease:

Industrial Park Lease Agreement dated August 7, 1990 between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.

Industrial Park Lease Agreement Addendum dated November 26, 1990 between City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1), (2) and (3) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.

Amendment to Leases dated August 14, 2001 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

Items (6) and (7) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

[Exhibit continues on attached pages]

Amended Sublease:

Amended Sublease Agreement (Airpark Unit) between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee dated July 1, 1996.

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.

Amendment to Leases dated August 14, 2001 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Secondary Sublease:

Secondary Sublease Agreement (Airpark Unit) between the City of Big Spring, Texas, a municipal corporation and Ed Davenport dated July 1, 1996

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.

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Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Exhibit B

Security Instruments:

- a. That certain Credit Agreement dated as of April 18, 2024 (as the same may be modified, supplemented, amended, or amended and restated and in effect from time to time, the “**Credit Agreement**”) by and among The GEO Group, Inc., a Florida corporation, and GEO Corrections Holdings, Inc., a Florida corporation, as borrowers (collectively, “**Borrowers**”), various lenders identified therein and extending credit thereunder to Tenant and/or its affiliates which are parties thereto, and Citizens Bank, N.A., a national banking association, as administrative agent on behalf of the lenders identified therein, and that certain Guaranty Agreement dated as of April 18, 2024 executed by Tenant and various other affiliates of Borrowers as guarantors of Borrowers’ obligations under the Credit Agreement and related instruments.
- b. That certain Indenture dated as of April 18, 2024 among The GEO Group, Inc., a Florida corporation, as issuer, the guarantors party thereto, and Ankura Trust Company, LLC, as Trustee thereunder regarding the 8.625% Senior Secured Notes due 2029 (as the same may be modified, supplemented, amended, and amended and restated and in effect from time to time, the “**Indenture**”) (the obligations of The GEO Group, Inc. with respect to the Indenture and the notes issued thereunder, collectively, the “**Notes**,” all of which shall be considered Security Instruments hereunder).

Exhibit C

That certain real property located in Howard County, Texas, and more particularly described as follows:

Being a 14.688 acre tract of land, more or less, out of Section 2 and 11, Block 33, T-1- S, T. & P. RR. Co. Survey, Howard County, Texas, Big Spring Airport, (formerly Webb Air Force Base), and more particularly described by metes and bounds as follows:

BEGINNING at a 3/4" G.I.P. back of curb, Wright Avenue, Big Spring Airport, in Section 2, Block 33, T-1-S, T. & P. RR. Co. Survey, for the SE corner of this tract; from whence a 2" G.I.P., the SE corner of Section 2 and the SW corner of Section 1, bears S. 14 deg. 31' 59" E. 76.13' and N. 75 deg. 15' 29" E. 2494.47';

THENCE S. 77 deg. 49' 06" W. with the back of curb, Wright Avenue, 317.55' to a 3/4" G.I.P. for a point of angle in the South line of this tract;

THENCE S. 70 deg. 06' 50" W. 156.87' to a 3/4" G.I.P., back of curb, Wright Avenue, for a point of angle in the South line of this tract;

THENCE S. 53 deg. 31' 05" W. with the back of curb, Wright Avenue, at 205.87' cross the South line of Section 2 and North line of Section 3, 1131.62' in all to a 120-d spike set in pavement, Wright Avenue, for the SW corner of this tract;

THENCE N. 36 deg. 34' 42" W. 267.77' to a 120-d nail set In pavement of parking lot for the NW corner of this tract;

THENCE N. 53 deg. 31' 05" E. at 251.68' cross the north line of Section 3 and the south line of Section 2, 434.27' in all to a 3/4" G.I.P. back of curb, on west side of Second Street for an interior corner (angle) in the north line of this tract;

THENCE N. 36 deg. 28' 17" W. with the back of west curb, Second Street, 222.66 to a 3/4" G.I.P. for an exterior corner (angle) in the north line of this tract;

THENCE N. 53 deg. 32' 03" E. 321.82' to a 120-d spike in pavement, east side of Third Street, for an exterior corner (angle) in the north line of this tract;

THENCE S. 36 deg. 26' 58" E. 190.48' to a 120-d spike in pavement, north line of Avenue E, for an interior corner (angle) in the north line of this tract;

THENCE N. 53 deg. 18' 58" E. 452.21' to a 120-d nail in pavement west side of Fourth Street for an interior corner (angle) in the north line of this tract;

THENCE N. 36 deg. 25' 54" W. 36.05 to a 3/4" G.I.P., West side of Fourth Street, for an exterior corner (angle) in the north line of this tract;

THENCE N. 53 deg. 34' 54" E. with back of curb, North side of Avenue E, 544.46' to a 3/4" G.I.P. for the NE corner of this tract;

THENCE S. 43 deg. 41' 37" E. 208.65' to a 3/4" G.I.P., for a point of angle in the east line of this tract;

THENCE S. 02 deg. 20' 18" E. 369.00' to the place of beginning. Containing 14.688 acre of land, more or less.

~~RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO~~

~~Mayer Brown LLP
333 South Grand, 47th Floor
Los Angeles, California 90071
Attention: Katheryn McCarthy~~
RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO

Jones Day
1221 Peachtree St., N.E., Suite 400
Atlanta, GA 30361
Attention: Daniel French, Esq.

ESTOPPEL AND RECOGNITION AGREEMENT

AMONG

The City of Big Spring, Texas (Landlord)

Municipal Corrections Finance, L.P. (Tenant)

Alter Domus Products Corp. (~~First Lien Mortgagee~~Administrative Agent)

Ankura Trust Company, LLC (~~Second Lien Mortgagee~~Collateral Agent)

Relating to Premises in:

Howard County, Texas

DATED: As of ~~February~~____, ~~2023~~____, 2024

ESTOPPEL AND RECOGNITION AGREEMENT

For

THIS ESTOPPEL AND RECOGNITION AGREEMENT (this “*Certificate*”) is entered into effective as of ~~February —, 2023~~, 2024 by The City of Big Spring, Texas, a municipal corporation of the State of Texas (together with its successors and assigns, “*Landlord*”), Municipal Corrections Finance, L.P., a Delaware limited partnership (together with its successors and assigns, “*Tenant*”), ~~Alter Domus Products Corp., a Delaware corporation~~ Citizens Bank, N.A., a national banking association, in its capacity as ~~current First Lien Mortgagee~~ administrative agent under the Credit Agreement (as defined ~~on~~ in Exhibit B) (in such capacity, together with its successors and assigns, the “*Administrative Agent*”), and Ankura Trust Company, LLC, a New Hampshire limited liability company, in its capacity as ~~current Second Lien Mortgagee~~ collateral agent under the Indenture (as defined ~~on~~ in Exhibit B): (in such capacity, together with its successors and assigns, the “*Collateral Agent*”). Administrative Agent and Collateral Agent may each be referred to hereunder as a “*Mortgagee*,” or collectively as “*Mortgagees*”.

WHEREAS, Landlord is the Lessor and Tenant is the Lessee under the lease agreement described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “*Lease*”) with respect to certain real property located at 3711 Wright Ave, Big Spring, Texas, and Landlord is the owner in fee of the premises therein described (the “*Premises*”) as the Premises is more particularly described in Exhibit C;

WHEREAS, Tenant and its affiliates have entered into various financing arrangements with Administrative Agent, Collateral Agent and certain other parties, under which the Lease and Tenant’s interests in the leasehold estate created thereby, including Tenant’s interest in any improvements on the Premises during such Lease term as set forth in the Lease, will be used as collateral, as evidenced in part by the security instruments described on Exhibit B attached hereto (as ~~the same~~ each may be modified, amended, supplemented or restated from time to time, collectively, the “*Security Instruments*”). The improvements located on the Premises may be referred to herein as the “*Improvements*”.

WHEREAS, in connection with such financing arrangements, Tenant has granted and/or wishes to grant one or more mortgages, deeds of trust (or equivalent instruments) and/or other security interests on the Tenant’s interest in the Lease and the Premises and any improvements thereon (as each may be modified, amended, supplemented or restated from time to time, collectively, the “*Mortgages*”), to the Mortgagees ~~(as further described and defined in Exhibit B attached hereto)~~.

WHEREAS, this Certificate is intended to act as a consent, to the extent required under the Lease (but without implying any greater rights of approval than are set forth in the Lease), to the execution and delivery of such Mortgages.

NOW THEREFORE, for valuable consideration, Landlord (and, as applicable, Tenant, and, as applicable, Mortgagees) hereby agrees as follows and hereby acknowledges and accepts the rights afforded to each Mortgagee hereunder:

1. The Lease. The Lease is in full force and effect and has not been modified, amended or supplemented except as described in Exhibit A attached hereto.

2. Defaults; Lease Term and Extension Options. Landlord agrees to waive any prior defaults of Tenant under the Lease, whether known, believed, suspected, or unknown by Landlord, predating the date of this Certificate. Landlord affirms that Tenant is current on all rent payments under the Lease. Landlord and Tenant recognize and agree that the failure of Landlord to assert its rights against Tenant under the Lease prior to the date of this Certificate for non-monetary default of which it is not aware, or as to which Landlord has not enforced remedies prior to the execution of this Certificate does not operate to limit the ability of Landlord to enforce any defaults under the Lease occurring after the date of this Certificate (including, without limitation, defaults which are due to the Tenant, Tenant's mortgagee, or any assignees of a Tenant's mortgagee failing to use the Premises as a correctional or detention facility without Landlord's prior written consent in accordance with Section 25 of the Amendment to Leases dated August 14, 2001 —or any other Tenant defaults provided in the Lease) unless expressly waived by Landlord in writing. Landlord acknowledges that the first sentence of this paragraph constitutes such a waiver as to circumstances or events predating this Certificate, but not as to circumstances or events occurring after the date of this Certificate. Landlord is not in default under the Lease. Landlord has accepted any improvements at the Premises constructed by Tenant pursuant to the Lease and any related agreements.

The term of the Lease is scheduled to expire June 9, 2027 unless earlier terminated in accordance with its terms. Tenant has five remaining extension options of five years each.

3. Cure Rights.

(a) Landlord expressly acknowledges and affirms that each Mortgagee shall have the rights of a Leasehold Mortgagee described in the Amendment to Leases dated August 14, 2001 among the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. with respect to the lessee's interests under the Lease, and each of the Mortgages shall be considered a Leasehold Mortgage thereunder, and under no circumstance will the fee interests of Landlord in the Premises be pledged as collateral under or be subordinate to any Mortgage or other security interest undertaken by Tenant. Notwithstanding any of the foregoing or anything to the contrary in the Lease, the Mortgagees and Tenant hereby agree and the Landlord acknowledges that while the ~~Second Lien Mortgagee (as defined in Exhibit B)~~ Collateral Agent shall be entitled to cure any default of Tenant under the Lease in accordance with the foregoing, it may not foreclose any Mortgage or acquire Tenant's interest under the Lease unless and until ~~First Lien Mortgagee~~ Administrative Agent has confirmed in writing that all amounts outstanding under the ~~Exchange Credit Agreement (as defined in Exhibit B)~~ have been repaid in full, which writing shall be delivered to all parties hereunder upon such repayment or otherwise, following such repayment, promptly upon request from time to time, as applicable.

(b) Tenant, ~~First Lien Mortgagee and Second Lien Mortgagee~~the Administrative Agent and the Collateral Agent acknowledge and agree that the Tenant's interests in the Improvements pursuant to the Lease must at all times be held in common with Tenant's (or its successor's or assign's) interest under such Lease, and the Improvements shall not be treated independent of or bifurcated from the Premises or the leasehold estates under the Leases.

(c) No designee or assignee of any ~~Leasehold~~ Mortgagee shall be permitted to operate a correctional facility on the Premises unless such designee or assignee possesses, or engages a third party operator for the Premises who possesses, professional knowledge and competency in the operation, management, and administration of a correctional or detention facility, in accordance with the standards ordinarily exercised by reputable professionals in the industry, and in compliance with all applicable laws, codes, policies, and regulations.

4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed properly given when received by Landlord or Tenant at their addresses as provided in the Lease and, in the case of the Mortgagees, as follows:

If to ~~First Lien Mortgagee~~Administrative Agent:

~~1. Alter Domus Products Corp.
225 W. Washington Street, 9th Floor
Chicago, Illinois 60606
Attention: Legal Department—Agency, Emily Ergang Pappas and Vincent Bonano~~

Citizens Bank, N.A., as Administrative Agent
20 Cabot Road
Medford, MA 02155
Attention: Agency Servicing (Project GEO)

If to ~~Second Lien Mortgagee~~Collateral Agent:

Ankura Trust Company, LLC, as ~~Second Lien~~ Collateral ~~Trustee~~Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Krista Gulalo, Managing Director

Ankura Trust Company, LLC, as ~~Second Lien~~ Collateral ~~Trustee~~Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Beth Micena, Managing Director

Landlord hereby agrees to give each Mortgagee, concurrently with the giving thereof to Tenant, a copy of any and all notices, requests, demands or other communications relating to any failure by Tenant to perform any of the terms and provisions of the Lease, and

any other notices or other communications which Landlord is required to give to Tenant pursuant to the Lease or by law.

5. Consent to Mortgages. Landlord hereby consents to the Mortgages encumbering the Lease and the leasehold estate created thereby, including Tenant's interest in any improvements on the Premises during ~~such~~the Lease term as set forth in the Lease, and acknowledges that such mortgaging shall not impose any obligation on any Mortgagee under any of the Mortgages, unless and until such Mortgagee shall succeed to Tenant's interests under the Lease through foreclosure or otherwise.

6. Modification of Tenant's Liabilities. The lenders extending credit and/or holding the Notes (as defined in Exhibit B) or the loans under the ~~Exchange~~-Credit Agreement (as defined in Exhibit B), and/or the Indenture (as defined in Exhibit B), as applicable, may, without affecting the validity of this Certificate or the Lease, extend, amend, modify, increase or restate, in any way, the terms of the applicable loans or the Notes or the payment or performance of any of Tenant's liabilities, including, without limitation, the Mortgages themselves, without the consent of Landlord and without giving notice thereof to Landlord.

7. Term. The provisions of this Certificate shall continue in full force and effect until Landlord shall have received each Mortgagee's written certification that the loans or Notes, as applicable to such Mortgagee, have been indefeasibly paid in full and all of the obligations have been satisfied. Upon any Mortgagee's written confirmation that it has received full and final payment of its loans or Notes described herein, such Mortgagee shall cease to have any rights hereunder. In no instance shall the security interests granted pursuant to the Mortgages extend beyond the expiration of the final terms of the Leases.

8. Successors. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, each Mortgagee, and their respective successors and assigns. Landlord will disclose the terms and conditions of this Certificate to any purchaser or successor to Landlord's interest in the Premises. In the event any Mortgagee or its designee acquire Tenant's interest in the Lease, upon subsequent transfer of such Mortgagee's (or as applicable its designee's) interest in the Lease thereafter, neither such Mortgagee nor any designee thereof shall be liable for obligations thereunder which accrue after the date of such subsequent transfer.

9. Mortgage by Landlord. Landlord shall, in the event it places a mortgage, deed of trust (or equivalent instruments) and/or other security interests upon the Premises, cause such mortgage, deed of trust (or equivalent instruments) and/or other security interests to provide that the mortgagee or beneficiary thereunder will not disturb the possession and other rights of Tenant under the Lease, or of any Mortgagee or its designee hereunder or under the Mortgages, such agreement to be binding in the event of foreclosure by such mortgagee or beneficiary, including upon any person purchasing the Premises at any foreclosure sale.

10. Modifications. No modification, supplement or mutual agreement of termination of the Lease shall be binding upon any Mortgagee unless Tenant obtains the prior written consent of such Mortgagee.

11. Options to Purchase, Terminate, Extend or Renew. For purposes of the following, references to “loan documents” shall include, without limitation, the Security Instruments and the Mortgages, and “credit facility” shall include any funds available and any debt or other obligations outstanding under the foregoing. Landlord and, by its signature below, Tenant, hereby agree that (i) Tenant’s exercise of a voluntary termination of the Lease and/or Tenant’s exercise of any right to treat a rejected Lease as terminated (including in a bankruptcy of Landlord or Tenant), shall not be effective unless consented to in writing by the ~~First Lien Mortgagee and the Second Lien Mortgagee~~Administrative Agent and the Collateral Agent (and as between Tenant and each Mortgagee, such Mortgagee shall not withhold such consent to the extent the such termination is not in violation of the loan documents evidencing and securing such Mortgagee’s credit facility), and (ii) Tenant’s exercise of any rights of first refusal or options to purchase all or any portion of the Premises shall be subject to each Mortgagee’s written confirmation to Landlord that it has concurrently received (or is not required to receive, pursuant to the loan documents evidencing or securing such Mortgagee’s credit facility) a security interest in all of Tenant’s and its affiliates’ right, title and interest in and to the Premises that may exist following the exercise of such right or option. As between Tenant and each Mortgagee, such Mortgagee shall promptly provide such written confirmation or waiver (as applicable in accordance with the loan documents evidencing or securing such Mortgagee’s credit facility) upon request. Any such security interest which is required pursuant to the loan documents evidencing and securing such Mortgagee’s credit facility, shall otherwise be in form and substance similar to such Mortgagee’s pre-existing Mortgage. Landlord acknowledges and agrees that any such subsequent mortgage shall be entitled to the same rights and benefits afforded the Mortgagee thereof with respect to its Mortgage under this ~~Estoppel and Recognition Agreement~~Certificate without the necessity of any further action hereunder. In the event Tenant fails to timely exercise any options to extend or renew the Lease, the parties hereby agree that the term of the Lease (or the period to exercise such option, as applicable) shall automatically be extended to the tenth (10th) business day after Landlord delivers a notice to the ~~First Lien Mortgagee and the Second Lien Mortgagee~~Administrative Agent and Collateral Agent stating that Tenant has failed to timely exercise an option to extend or renew the term of the Lease. During such ten (10) business day period each of the ~~First Lien Mortgagee and the Second Lien Mortgagee~~Administrative Agent and the Collateral Agent shall have the option of extending or renewing, on behalf of the Tenant, the Lease for the extension or renewal term. If either such Mortgagee so extends or renews the Lease, the term thereof shall accordingly be so extended or renewed. Any liens on Tenant’s property granted in favor of Landlord pursuant to the Lease shall be subordinate to the Mortgages, and to the extent arising due to a Tenant default shall be extinguished by the foreclosure of any Mortgage or transfer in lieu thereof, provided that Mortgagee has caused any monetary default on the part of Tenant to be cured.

12. Conflicts. If there is a conflict between the terms of the Lease and this Certificate, the terms of this Certificate shall prevail. As between the Mortgagees, this ~~Estoppel and Recognition Agreement~~Certificate shall govern any matter expressly referred to herein, and any other matter between the Mortgagees shall be governed by the intercreditor agreement entered into by such Mortgagees. Neither the ~~First Lien Mortgagee nor the Second Lien Mortgagee shall be~~Administrative Agent nor the Collateral Agent shall be responsible for the obligations or liabilities (if any) of the other hereunder. As between the Tenant and each Mortgagee, in taking (or refraining from) any actions under or pursuant to this Certificate, the

applicable Mortgagee shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the Security Instruments and other loan documents in all of its capacities thereunder.

13. Recording. This instrument may be recorded in the applicable recording office in the County and State in which the Premises is located.

14. Governing Law. This Certificate shall be governed by the laws of the state in which the Premises is located.

[Signature Page Follows]

Page 146 of 233

The undersigned is joining in this agreement to confirm its consent to the provisions hereof:

TENANT:

MUNICIPAL CORRECTIONS FINANCE, L.P.
a Delaware limited partnership

By: _____

Name: _____

~~Name: Brian R. Evans~~

Title: ~~V.P. Finance~~ _____

ACKNOWLEDGMENT

STATE OF FLORIDA)

) ss:

COUNTY OF Pam Beach)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ of _____, a _____, 2024, by _____, as _____ of MUNICIPAL CORRECTIONS FINANCE, L.P., a Delaware limited partnership, on behalf of the _____ limited partnership. He~~/she~~ is:

☐ personally known to me; or

☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

~~NOTARY PUBLIC, STATE OF FLORIDA~~

~~(Print, Type or Stamp Commissioned Name of Notary Public)~~

|

|

[Signatures continue on attached pages]

The undersigned ~~First Lien Mortgagee and Second Lien Mortgagee~~ Administrative Agent and Collateral Agent are joining in this agreement to confirm their consent to the provisions hereof:

~~FIRST LIEN MORTGAGEE~~ ADMINISTRATIVE AGENT:

~~ALTER DOMUS PRODUCTS CORP.,~~
~~a Delaware corporation~~
CITIZENS BANK, N.A., a national banking association, as Administrative Agent under the ~~Exchange~~ Credit Facility Agreement

By: _____

Name: _____

Title: - _____

ACKNOWLEDGEMENT

State of Illinois

County of Cook

On _____, ~~202~~ 2024, before me, _____, a Notary Public, personally appeared _____, ~~the~~ _____ of _____, a(n) ~~[corporation, LLC, limited partnership]~~ _____, as _____ of Citizens Bank, N.A., a national banking association, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

~~WITNESS my hand and official seal.~~

WITNESS my hand and official seal.

Notary

My Commission Expires: _____

Notary

My Commission Expires: _____

[Signatures continue on attached pages]

COLLATERAL AGENT:

~~SECOND LIEN MORTGAGEE:~~

~~ANKURA TRUST COMPANY~~ ANKURA TRUST COMPANY, LLC,

a New Hampshire limited liability company-
~~as Second Lien, as~~ Collateral ~~Trustee~~ Agent under
the ~~Private Exchange Notes~~ Indenture

By: _____

Name: _____

Title: _____

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

~~STATE OF CONNECTICUT~~
~~COUNTY OF FAIRFIELD~~

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, ~~2023~~ 2024, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.

(NOTARY PUBLIC)

My commission expires:

(Affix official seal, if applicable)

~~(NOTARY PUBLIC)~~

~~My commission expires:~~

~~(Affix official seal, if applicable)~~

~~ANKURA TRUST COMPANY, LLC,~~
~~a New Hampshire limited liability company~~
~~as Second Lien Collateral Trustee under the Public~~
~~Exchange Notes Indenture~~

By: _____
Name: _____
Title: _____

~~STATE OF CONNECTICUT~~
~~COUNTY OF FAIRFIELD~~

~~Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2023, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so:~~

_____~~(NOTARY PUBLIC)~~

~~My commission expires:~~

~~(Affix official seal, if applicable)~~

[\[Signatures continue on attached page\]](#)

Exhibit A

- (1) Lease between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Cornell Corrections of Texas, Inc. as lessee executed May 7, 1997
- (2) Item (1) above is memorialized by that certain Memorandum of Lease (BSCC Unit IV) between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. dated May 7, 1997 and recorded at Book 10, Page 282 in the contract records of Howard County, Texas.
- (3) Amendment to Lease between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. dated June 10, 1997.
- (4) Amendment to Leases dated August 14, 2001 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc.
- (5) Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee,
- (6) Items (4) and (5) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Exhibit B

Security Instruments:

- a. ~~that~~That certain Credit Agreement dated ~~August 19, 2022~~as of April 18, 2024 (as the same may be modified, supplemented, amended ~~and, or~~ amended and restated and in effect from time to time, the “~~Exchange-Credit Agreement~~”) by and among The ~~Geo~~GEO Group, Inc. ~~and Geo, a Florida corporation, and GEO~~ Corrections Holdings, Inc., a Florida corporation, as borrowers (collectively, “Borrowers”), various lenders identified therein and extending credit thereunder to Tenant and/or its affiliates which are parties thereto, and ~~Alter Domus Products Corp., a Delaware corporation~~Citizens Bank, N.A., a national banking association, as administrative agent on behalf of the lenders identified therein, and that certain Guaranty Agreement ~~of the same date~~dated as of April 18, 2024 executed by Tenant and various other affiliates of Borrowers as guarantors of Borrowers’ obligations under the ~~Exchange~~-Credit Agreement and related instruments;—
- b. ~~that~~That certain Indenture dated as of ~~August 19, 2022~~April 18, 2024 among The GEO Group, Inc., ~~the guarantors party thereto, and Ankura Trust Company, LLC as the Trustee and Second Lien Collateral Trustee thereunder regarding the 9.500% Senior Second Lien Secured Notes due 2028 (the “Private Exchange Notes Indenture”), and that certain Indenture dated August 19, 2022 among The GEO Group, Inc. a Florida corporation, as issuer, the guarantors party thereto, and Ankura Trust Company, LLC, as the Trustee and Second Lien Collateral Trustee thereunder regarding the 10.5008.625% Senior Second Lien Secured Notes due 2028~~2029 (as the “Public Exchange Notes Indenture” and together with the Private Exchange Notes Indenture, collectively, the “same may be modified, supplemented, amended, and amended and restated and in effect from time to time, the “Indenture”) (the obligations of The GEO Group, Inc. with respect to the ~~Private Exchange Notes Indenture~~ and the ~~Public Exchange Notes Indenture~~ and notes issued thereunder, collectively, the “~~Notes~~”,” all of which shall be considered Security Instruments hereunder).

Mortgagees:

- i. ~~Alter Domus Products Corp. not in its individual capacity but solely as the current administrative agent under the Exchange Credit Agreement (together with its successors and assigns, the “First Lien Mortgagee”),~~
- ii. ~~Ankura Trust Company, LLC not in its individual capacity but solely as the current Second Lien Collateral Trustee under the Private Exchange Notes Indenture (together with its successors and assigns, “Second Lien Private Notes Mortgagee”); and~~
- iii. ~~Ankura Trust Company, LLC not in its individual capacity but solely as the current Second Lien Collateral Trustee under the Public Exchange Notes Indenture (together with its successors and assigns, “Second Lien Public Notes Mortgagee”, collectively with its capacity as the Second Lien Private Notes Mortgagee, the “Second Lien Mortgagee”).~~

~~The First Lien Mortgagee and the Second Lien Mortgagee may each be referred to hereunder as a “Mortgagee”.~~

Exhibit C

That certain real property located in Howard County, Texas, and more particularly described as follows:

Being a 30.0 acre tract, more or less, out of a 59.78 acre tract out of Section No. 11, in Block No. 33, Township 1-South, T. & P. Ry. Co. Surveys, Howard County, Texas, also known as a portion of CEDAR HILL SUBDIVISION, according to the proper map or plat of record in Envelope 149/A, Howard County, Texas, and described by metes and bounds as follows:

BEGINNING at a 2" I.P. found in the NW/4 of Section 11, Block 33, T-1-S, T. & P. RR. Co. Survey, Howard county, Texas, for the SW corner of this tract; from whence the SW corner of said Section 11 bears S. 55 deg. 08' 45" W. 1639.74' and S. 14 deg. 50' 01" E. 3378.86';

THENCE N. 14 deg. 41' 40" W. 953.88' to a 2" I.P. found for the NW corner of this tract;

THENCE N. 53 deg. 07' 28" E. 1058.54' to a 2" I.P. found in the South line of Section 2 and the North line of said Section 11 a corner of an access easement and for a corner of this tract;

THENCE N. 75 deg. 15' 29" E. along the south line of said Section 2 and the north line of said Section 11 and an access easement 130.0' to a 5/8" I.R. set for the NE corner of this tract;

THENCE S. 14 deg. 43' 41" E. 1352.95' to a 5/8" I.R. set for the SE corner of this tract;

THENCE S. 75 deg. 16' 15" E. 1111.01' to the PLACE OF BEGINNING. Containing 1306989.0 square feet or 30.0 acres of land, more or less.

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 7/18/2024 10:19:31 AM	
Style name: JD Color	
Intelligent Table Comparison: Inactive	
Original filename: GEO - 2022 Financing Cedar Hill Ground Lease Recognition Agreement (750344969 5).docx	
Modified DMS: iw://naiweb.firm.jonesday.net/NAI/1540001224/4	
Changes:	
<u>Add</u>	130
Delete	182
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	4
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	316

RECORDING REQUESTED BY AND WHEN
RECORDED, RETURN TO

Jones Day
1221 Peachtree St., N.E., Suite 400
Atlanta, GA 30361
Attention: Daniel French, Esq.

ESTOPPEL AND RECOGNITION AGREEMENT

AMONG

The City of Big Spring, Texas (Landlord)
Municipal Corrections Finance, L.P. (Tenant)
Alter Domus Products Corp. (Administrative Agent)
Ankura Trust Company, LLC (Collateral Agent)

Relating to Premises in:
Howard County, Texas

DATED: As of _____, 2024

ESTOPPEL AND RECOGNITION AGREEMENT

For

THIS ESTOPPEL AND RECOGNITION AGREEMENT (this “**Certificate**”) is entered into effective as of _____, 2024 by The City of Big Spring, Texas, a municipal corporation of the State of Texas (together with its successors and assigns, “**Landlord**”), Municipal Corrections Finance, L.P., a Delaware limited partnership (together with its successors and assigns, “**Tenant**”), Citizens Bank, N.A., a national banking association, in its capacity as administrative agent under the Credit Agreement (as defined in Exhibit B) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”), and Ankura Trust Company, LLC, a New Hampshire limited liability company, in its capacity as collateral agent under the Indenture (as defined in Exhibit B) (in such capacity, together with its successors and assigns, the “**Collateral Agent**”). Administrative Agent and Collateral Agent may each be referred to hereunder as a “**Mortgagee**,” or collectively as “**Mortgagees**”.

WHEREAS, Landlord is the Lessor and Tenant is the Lessee under the lease agreement described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Lease**”) with respect to certain real property located at 3711 Wright Ave, Big Spring, Texas, and Landlord is the owner in fee of the premises therein described (the “**Premises**”) as the Premises is more particularly described in Exhibit C;

WHEREAS, Tenant and its affiliates have entered into various financing arrangements with Administrative Agent, Collateral Agent and certain other parties, under which the Lease and Tenant’s interests in the leasehold estate created thereby, including Tenant’s interest in any improvements on the Premises during such Lease term as set forth in the Lease, will be used as collateral, as evidenced in part by the security instruments described on Exhibit B attached hereto (as each may be modified, amended, supplemented or restated from time to time, collectively, the “**Security Instruments**”). The improvements located on the Premises may be referred to herein as the “**Improvements**”.

WHEREAS, in connection with such financing arrangements, Tenant has granted and/or wishes to grant one or more mortgages, deeds of trust (or equivalent instruments) and/or other security interests on the Tenant’s interest in the Lease and the Premises and any improvements thereon (as each may be modified, amended, supplemented or restated from time to time, collectively, the “**Mortgages**”), to the Mortgagees.

WHEREAS, this Certificate is intended to act as a consent, to the extent required under the Lease (but without implying any greater rights of approval than are set forth in the Lease), to the execution and delivery of such Mortgages.

NOW THEREFORE, for valuable consideration, Landlord (and, as applicable, Tenant, and, as applicable, Mortgagees) hereby agrees as follows and hereby acknowledges and accepts the rights afforded to each Mortgagee hereunder:

1. The Lease. The Lease is in full force and effect and has not been modified, amended or supplemented except as described in Exhibit A attached hereto.

2. Defaults; Lease Term and Extension Options. Landlord agrees to waive any prior defaults of Tenant under the Lease, whether known, believed, suspected, or unknown by Landlord, predating the date of this Certificate. Landlord affirms that Tenant is current on all rent payments under the Lease. Landlord and Tenant recognize and agree that the failure of Landlord to assert its rights against Tenant under the Lease prior to the date of this Certificate for non-monetary default of which it is not aware, or as to which Landlord has not enforced remedies prior to the execution of this Certificate does not operate to limit the ability of Landlord to enforce any defaults under the Lease occurring after the date of this Certificate (including, without limitation, defaults which are due to the Tenant, Tenant's mortgagee, or any assignees of a Tenant's mortgagee failing to use the Premises as a correctional or detention facility without Landlord's prior written consent in accordance with Section 25 of the Amendment to Leases dated August 14, 2001 —or any other Tenant defaults provided in the Lease) unless expressly waived by Landlord in writing. Landlord acknowledges that the first sentence of this paragraph constitutes such a waiver as to circumstances or events predating this Certificate, but not as to circumstances or events occurring after the date of this Certificate. Landlord is not in default under the Lease. Landlord has accepted any improvements at the Premises constructed by Tenant pursuant to the Lease and any related agreements. The term of the Lease is scheduled to expire June 9, 2027 unless earlier terminated in accordance with its terms. Tenant has five remaining extension options of five years each.

3. Cure Rights.

(a) Landlord expressly acknowledges and affirms that each Mortgagee shall have the rights of a Leasehold Mortgagee described in the Amendment to Leases dated August 14, 2001 among the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. with respect to the lessee's interests under the Lease, and each of the Mortgages shall be considered a Leasehold Mortgage thereunder, and under no circumstance will the fee interests of Landlord in the Premises be pledged as collateral under or be subordinate to any Mortgage or other security interest undertaken by Tenant. Notwithstanding any of the foregoing or anything to the contrary in the Lease, the Mortgagees and Tenant hereby agree and the Landlord acknowledges that while the Collateral Agent shall be entitled to cure any default of Tenant under the Lease in accordance with the foregoing, it may not foreclose any Mortgage or acquire Tenant's interest under the Lease unless and until Administrative Agent has confirmed in writing that all amounts outstanding under the Credit Agreement have been repaid in full, which writing shall be delivered to all parties hereunder upon such repayment or otherwise, following such repayment, promptly upon request from time to time, as applicable.

(b) Tenant, the Administrative Agent and the Collateral Agent acknowledge and agree that the Tenant's interests in the Improvements pursuant to the Lease must at all times be held in common with Tenant's (or its successor's or assign's) interest under such Lease, and the Improvements shall not be treated independent of or bifurcated from the Premises or the leasehold estates under the Leases.

(c) No designee or assignee of any Mortgagee shall be permitted to operate a correctional facility on the Premises unless such designee or assignee possesses, or engages a third party operator for the Premises who possesses, professional knowledge and competency in the operation, management, and administration of a correctional or detention facility, in accordance

with the standards ordinarily exercised by reputable professionals in the industry, and in compliance with all applicable laws, codes, policies, and regulations.

4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed properly given when received by Landlord or Tenant at their addresses as provided in the Lease and, in the case of the Mortgagees, as follows:

If to Administrative Agent:

Citizens Bank, N.A., as Administrative Agent
20 Cabot Road
Medford, MA 02155
Attention: Agency Servicing (Project GEO)

If to Collateral Agent:

Ankura Trust Company, LLC, as Collateral Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Krista Gulalo, Managing Director

Ankura Trust Company, LLC, as Collateral Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Beth Micena, Managing Director

Landlord hereby agrees to give each Mortgagee, concurrently with the giving thereof to Tenant, a copy of any and all notices, requests, demands or other communications relating to any failure by Tenant to perform any of the terms and provisions of the Lease, and any other notices or other communications which Landlord is required to give to Tenant pursuant to the Lease or by law.

5. Consent to Mortgages. Landlord hereby consents to the Mortgages encumbering the Lease and the leasehold estate created thereby, including Tenant's interest in any improvements on the Premises during the Lease term as set forth in the Lease, and acknowledges that such mortgaging shall not impose any obligation on any Mortgagee under any of the Mortgages, unless and until such Mortgagee shall succeed to Tenant's interests under the Lease through foreclosure or otherwise.

6. Modification of Tenant's Liabilities. The lenders extending credit and/or holding the Notes (as defined in Exhibit B) or the loans under the Credit Agreement (as defined in Exhibit B), and/or the Indenture (as defined in Exhibit B), as applicable, may, without affecting the validity of this Certificate or the Lease, extend, amend, modify, increase or restate, in any way, the terms of the applicable loans or the Notes or the payment or performance of any of Tenant's liabilities, including, without limitation, the Mortgages themselves, without the consent of Landlord and without giving notice thereof to Landlord.

7. Term. The provisions of this Certificate shall continue in full force and effect until Landlord shall have received each Mortgagee's written certification that the loans or Notes, as applicable to such Mortgagee, have been indefeasibly paid in full and all of the obligations have been satisfied. Upon any Mortgagee's written confirmation that it has received full and final payment of its loans or Notes described herein, such Mortgagee shall cease to have any rights hereunder. In no instance shall the security interests granted pursuant to the Mortgages extend beyond the expiration of the final terms of the Leases.

8. Successors. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, each Mortgagee, and their respective successors and assigns. Landlord will disclose the terms and conditions of this Certificate to any purchaser or successor to Landlord's interest in the Premises. In the event any Mortgagee or its designee acquire Tenant's interest in the Lease, upon subsequent transfer of such Mortgagee's (or as applicable its designee's) interest in the Lease thereafter, neither such Mortgagee nor any designee thereof shall be liable for obligations thereunder which accrue after the date of such subsequent transfer.

9. Mortgage by Landlord. Landlord shall, in the event it places a mortgage, deed of trust (or equivalent instruments) and/or other security interests upon the Premises, cause such mortgage, deed of trust (or equivalent instruments) and/or other security interests to provide that the mortgagee or beneficiary thereunder will not disturb the possession and other rights of Tenant under the Lease, or of any Mortgagee or its designee hereunder or under the Mortgages, such agreement to be binding in the event of foreclosure by such mortgagee or beneficiary, including upon any person purchasing the Premises at any foreclosure sale.

10. Modifications. No modification, supplement or mutual agreement of termination of the Lease shall be binding upon any Mortgagee unless Tenant obtains the prior written consent of such Mortgagee.

11. Options to Purchase, Terminate, Extend or Renew. For purposes of the following, references to "loan documents" shall include, without limitation, the Security Instruments and the Mortgages, and "credit facility" shall include any funds available and any debt or other obligations outstanding under the foregoing. Landlord and, by its signature below, Tenant, hereby agree that (i) Tenant's exercise of a voluntary termination of the Lease and/or Tenant's exercise of any right to treat a rejected Lease as terminated (including in a bankruptcy of Landlord or Tenant), shall not be effective unless consented to in writing by the Administrative Agent and the Collateral Agent (and as between Tenant and each Mortgagee, such Mortgagee shall not withhold such consent to the extent the such termination is not in violation of the loan documents evidencing and securing such Mortgagee's credit facility), and (ii) Tenant's exercise of any rights of first refusal or options to purchase all or any portion of the Premises shall be subject to each Mortgagee's written confirmation to Landlord that it has concurrently received (or is not required to receive, pursuant to the loan documents evidencing or securing such Mortgagee's credit facility) a security interest in all of Tenant's and its affiliates' right, title and interest in and to the Premises that may exist following the exercise of such right or option. As between Tenant and each Mortgagee, such Mortgagee shall promptly provide such written confirmation or waiver (as applicable in accordance with the loan documents evidencing or securing such Mortgagee's credit facility) upon request. Any such security interest which is required pursuant to the loan documents evidencing and securing such Mortgagee's credit facility, shall otherwise be in form and substance

similar to such Mortgagee's pre-existing Mortgage. Landlord acknowledges and agrees that any such subsequent mortgage shall be entitled to the same rights and benefits afforded the Mortgagee thereof with respect to its Mortgage under this Certificate without the necessity of any further action hereunder. In the event Tenant fails to timely exercise any options to extend or renew the Lease, the parties hereby agree that the term of the Lease (or the period to exercise such option, as applicable) shall automatically be extended to the tenth (10th) business day after Landlord delivers a notice to the Administrative Agent and Collateral Agent stating that Tenant has failed to timely exercise an option to extend or renew the term of the Lease. During such ten (10) business day period each of the Administrative Agent and the Collateral Agent shall have the option of extending or renewing, on behalf of the Tenant, the Lease for the extension or renewal term. If either such Mortgagee so extends or renews the Lease, the term thereof shall accordingly be so extended or renewed. Any liens on Tenant's property granted in favor of Landlord pursuant to the Lease shall be subordinate to the Mortgages, and to the extent arising due to a Tenant default shall be extinguished by the foreclosure of any Mortgage or transfer in lieu thereof, provided that Mortgagee has caused any monetary default on the part of Tenant to be cured.

12. Conflicts. If there is a conflict between the terms of the Lease and this Certificate, the terms of this Certificate shall prevail. As between the Mortgagees, this Certificate shall govern any matter expressly referred to herein, and any other matter between the Mortgagees shall be governed by the intercreditor agreement entered into by such Mortgagees. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the obligations or liabilities (if any) of the other hereunder. As between the Tenant and each Mortgagee, in taking (or refraining from) any actions under or pursuant to this Certificate, the applicable Mortgagee shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the Security Instruments and other loan documents in all of its capacities thereunder.

13. Recording. This instrument may be recorded in the applicable recording office in the County and State in which the Premises is located.

14. Governing Law. This Certificate shall be governed by the laws of the state in which the Premises is located.

[Signature Page Follows]

The undersigned is joining in this agreement to confirm its consent to the provisions hereof:

TENANT:

MUNICIPAL CORRECTIONS FINANCE, L.P.,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)

) ss:

COUNTY OF Pam Beach)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2024, by _____
_____, as _____ of MUNICIPAL CORRECTIONS FINANCE, L.P., a
Delaware limited partnership, on behalf of the limited partnership. He is:

- ☐ personally known to me; or
- ☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

The undersigned Administrative Agent and Collateral Agent are joining in this agreement to confirm their consent to the provisions hereof:

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A., a national banking association, as Administrative Agent under the Credit Agreement

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

State of Illinois

County of Cook

On _____, 2024, before me, _____, a Notary Public, personally appeared _____, as _____ of Citizens Bank, N.A., a national banking association, who is personally know to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hind and official seal.

Notary

My Commission Expires:

[Signatures continue on attached pages]

COLLATERAL AGENT:

ANKURA TRUST COMPANY, LLC, a New Hampshire limited liability company, as Collateral Agent under the Indenture

By: _____
Name: _____
Title: _____

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.

(NOTARY PUBLIC)

My commission expires:

(Affix official seal, if applicable)

[Signatures continue on attached page]

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- (1) Lease between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Cornell Corrections of Texas, Inc. as lessee executed May 7, 1997
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- (3) Amendment to Lease between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. dated June 10, 1997.
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- (5) Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee,
- (6) Items (4) and (5) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Exhibit B

Security Instruments:

- a. That certain Credit Agreement dated as of April 18, 2024 (as the same may be modified, supplemented, amended, or amended and restated and in effect from time to time, the “***Credit Agreement***”) by and among The GEO Group, Inc., a Florida corporation, and GEO Corrections Holdings, Inc., a Florida corporation, as borrowers (collectively, “***Borrowers***”), various lenders identified therein and extending credit thereunder to Tenant and/or its affiliates which are parties thereto, and Citizens Bank, N.A., a national banking association, as administrative agent on behalf of the lenders identified therein, and that certain Guaranty Agreement dated as of April 18, 2024 executed by Tenant and various other affiliates of Borrowers as guarantors of Borrowers’ obligations under the Credit Agreement and related instruments.
- b. That certain Indenture dated as of April 18, 2024 among The GEO Group, Inc., a Florida corporation, as issuer, the guarantors party thereto, and Ankura Trust Company, LLC, as Trustee thereunder regarding the 8.625% Senior Secured Notes due 2029 (as the same may be modified, supplemented, amended, and amended and restated and in effect from time to time, the “***Indenture***”) (the obligations of The GEO Group, Inc. with respect to the Indenture and the notes issued thereunder, collectively, the “***Notes***,” all of which shall be considered Security Instruments hereunder).

Exhibit C

That certain real property located in Howard County, Texas, and more particularly described as follows:

Being a 30.0 acre tract, more or less, out of a 59.78 acre tract out of Section No. 11, in Block No. 33, Township 1-South, T. & P. Ry. Co. Surveys, Howard County, Texas, also known as a portion of CEDAR HILL SUBDIVISION, according to the proper map or plat of record in Envelope 149/A, Howard County, Texas, and described by metes and bounds as follows:

BEGINNING at a 2" I.P. found in the NW/4 of Section 11, Block 33, T-1-S, T. & P. RR. Co. Survey, Howard county, Texas, for the SW corner of this tract; from whence the SW corner of said Section 11 bears S. 55 deg. 08' 45" W. 1639.74' and S. 14 deg. 50' 01" E. 3378.86';

THENCE N. 14 deg. 41' 40" W. 953.88' to a 2" I.P. found for the NW corner of this tract;

THENCE N. 53 deg. 07' 28" E. 1058.54' to a 2" I.P. found in the South line of Section 2 and the North line of said Section 11 a corner of an access easement and for a corner of this tract;

THENCE N. 75 deg. 15' 29" E. along the south line of said Section 2 and the north line of said Section 11 and an access easement 130.0' to a 5/8" I.R. set for the NE corner of this tract;

THENCE S. 14 deg. 43' 41" E. 1352.95' to a 5/8" I.R. set for the SE corner of this tract;

THENCE S. 75 deg. 16' 15" E. 1111.01' to the PLACE OF BEGINNING. Containing 1306989.0 square feet or 30.0 acres of land, more or less.

~~When Recorded Return To:-
c/o First American Title Ins. Co.
National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
NCS File No. 1120612T24~~

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO

Jones Day
1221 Peachtree Street, N.E., Suite 400
~~Mayer Brown LLP
333 South Grand, 47th Floor
Los Angeles, California 90071~~
~~Attention: Kathryn McCarthy~~ Atlanta, Georgia 30361
Attention: Daniel French, Esq.

ESTOPPEL AND RECOGNITION AGREEMENT

AMONG

The City of Big Spring, Texas (Landlord)

Municipal Corrections Finance, L.P. (Tenant)

~~Alter Domus Products Corp. (First Lien Mortgagee~~ Citizens Bank, N.A. (Administrative Agent)

Ankura Trust Company, LLC (~~Second Lien Mortgagee~~ Collateral Agent)

Relating to Premises in:

Howard County, Texas

DATED: As of _____, 2024

Flightline Ground Lease Recognition Agreement

76127277;2

NAI-~~1540001218v1~~ 1540001218v3

ESTOPPEL AND RECOGNITION AGREEMENT

For

THIS ESTOPPEL AND RECOGNITION AGREEMENT (this “**Certificate**”) is entered into effective as of _____, 2024 by The City of Big Spring, Texas, a municipal corporation of the State of Texas (together with its successors and assigns, “**Landlord**”), Municipal Corrections Finance, L.P., a Delaware limited partnership (in such capacity, together with its successors and assigns, “**Tenant**”), ~~Alter Domus Products Corp., a Delaware corporation~~ Citizens Bank, N.A., a national banking association, in its capacity as current First Lien Mortgagee administrative agent under the Credit Agreement (as defined ~~on~~ in Exhibit B) (together with its successors and assigns, the “**Administrative Agent**”), and Ankura Trust Company, LLC, a New Hampshire limited liability company, in its capacity as ~~current Second Lien Mortgagee~~ collateral agent under the Indenture (as defined ~~on~~ in Exhibit B) (in such capacity, together with its successors and assigns, the “**Collateral Agent**”). Administrative Agent and Collateral Agent may each be referred to hereunder as a “Mortgagee,” or collectively as “Mortgagees”.

WHEREAS, Landlord is the Lessor and Tenant is the Lessee under the Base Lease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Base Lease**”) with respect to certain real property located at 2001 Rickabaugh Drive, Big Spring, Texas, and Landlord is the owner in fee of the premises therein described (the “**Premises**”) as the Premises is more particularly described in Exhibit C;

WHEREAS, Tenant is the sublandlord and Landlord is the subtenant under the Amended Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Amended Sublease**”) with respect to the Premises;

WHEREAS, Landlord is the sub-sublandlord and Tenant is the sub-subtenant under the Secondary Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Secondary Sublease**”) with respect to the Premises. Each of the Base Lease, the Amended Sublease and the Secondary Sublease may be referred to herein as a “Lease” and collectively the “**Leases**”);

WHEREAS, Tenant and its affiliates have entered into various financing arrangements with Administrative Agent, Collateral Agent and certain other parties, under which the Leases and Tenant’s interests in the leasehold estates created thereby, including Tenant’s interest in any improvements on the Premises during such Lease term as set forth in the Leases, will be used as collateral, as evidenced in part by the security instruments described on Exhibit B attached hereto (as ~~the same~~ each may be modified, amended, supplemented or restated from time to time, collectively, the “**Security Instruments**”). The improvements located on the Premises may be referred to herein as the “Improvements”.

WHEREAS, in connection with such financing arrangements, Tenant has granted and/or wishes to grant one or more mortgages, deeds of trust (or equivalent instruments) and/or other security interests on the Tenant's interest in the Leases and the Premises and any improvements thereon (as each may be modified, amended, supplemented or restated from time to time, collectively, the "**Mortgages**"), to the Mortgagees ~~(as further described and defined in Exhibit B attached hereto).~~

WHEREAS, this Certificate is intended to act as a consent, to the extent required under any of the Leases (but without implying any greater rights of approval than are set forth in the Leases), to the execution and delivery of such Mortgages.

NOW THEREFORE, for valuable consideration, Landlord (and, as applicable, Tenant, and, as applicable, Mortgagees) hereby agrees as follows and hereby acknowledges and accepts the rights afforded to each Mortgagee hereunder:

1. The Leases. Each of the Leases is in full force and effect and has not been modified, amended or supplemented except as described in Exhibit A attached hereto.

2. Defaults; Lease Term and Extension Options. Landlord agrees to waive any prior defaults of Tenant under the Leases, whether known, believed, suspected, or unknown by Landlord, predating the date of this Certificate. Landlord affirms that Tenant is current on all rent payments under the Leases. Landlord and Tenant recognize and agree that the failure of Landlord to assert its rights against Tenant under the Leases prior to the date of this Certificate for non-monetary default of which it is not aware, or as to which Landlord has not enforced remedies prior to the execution of this Certificate does not operate to limit the ability of Landlord to enforce any defaults under the Leases occurring after the date of this Certificate (including, without limitation, defaults which are due to the Tenant, Tenant's mortgagee, or any assignees of a Tenant's mortgagee failing to use the Premises as a correctional or detention facility without Landlord's prior written consent in accordance with Section 25 of the Amendment to Leases dated August 14, 2001 —or any other Tenant defaults provided in the Leases) unless expressly waived by Landlord in writing. Landlord acknowledges that the first sentence of this paragraph constitutes such a waiver as to circumstances or events predating this Certificate, but not as to circumstances or events occurring after the date of this Certificate. Landlord is not in default under any of the Leases. Landlord has accepted any improvements at the Premises constructed by Tenant pursuant to any of the Leases and/or related agreements.

The term of the Base Lease is scheduled to expire **February 14, 2024** []¹ unless earlier terminated in accordance with its terms. With respect to the Base Lease, Tenant has four remaining extension options of five years each, and one remaining extension option of three years.

¹ [NTD: GEO to confirm current termination date]

The term of the Amended Sublease is scheduled to expire August 7, 2047² unless earlier terminated in accordance with its terms. Tenant has no remaining options to extend the Amended Sublease.

The term of the Secondary Sublease is scheduled to expire August 7, 2024³ unless earlier terminated in accordance with its terms. With respect to the Secondary Sublease, Tenant has four remaining extension options of five years each, and one remaining extension option of three years.

3. Cure Rights.

(a) Landlord expressly acknowledges and affirms that each Mortgagee shall have the rights of a Leasehold Mortgagee described in (and on the terms set forth in) the Amendment to Leases dated August 14, 2001 among the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. with respect to each of the Tenant's interests as lessee under the Base Lease and the Secondary Sublease, and Tenant's interest as sublessor under the Amended Sublease. In connection with such rights, each of the Mortgages shall be considered a Leasehold Mortgage under the terms of such amendment with respect to the Base Lease, the Amended Sublease and the Secondary Sublease, and under no circumstance will the fee interests of Landlord in the Premises be pledged as collateral under or be subordinate to any Mortgage or other security interest undertaken by Tenant. For purposes of Section 12 of this ~~Estoppel and Recognition Agreement~~Certificate, the foregoing shall be deemed contents of the applicable Leases. Notwithstanding any of the foregoing or anything to the contrary in any of the Leases, the Mortgagees and Tenant hereby agree and the Landlord acknowledges that while the ~~Second Lien Mortgagee (as defined in Exhibit B)~~Collateral Agent shall be entitled to cure any default of Tenant under any Lease in accordance with the foregoing, it may not foreclose any Mortgage or acquire Tenant's interest under any Lease unless and until ~~First Lien Mortgagee~~the Administrative Agent has confirmed in writing that all amounts outstanding under the ~~Exchange~~ Credit Agreement (as defined in Exhibit B) have been repaid in full, which writing shall be delivered to all parties hereunder upon such repayment or otherwise, following such repayment, promptly upon request from time to time, as applicable.

(b) Tenant, ~~First Lien Mortgagee and Second Lien Mortgagee~~Administrative Agent and Collateral Agent acknowledge and agree that the Tenant's interests in the Improvements pursuant to any Lease must at all times be held in common with Tenant's (or its successor's or assign's) interest under such Lease, and the Improvements shall not be treated independent of or bifurcated from the Premises or the leasehold estates under the Leases.

(c) No designee or assignee of any Leasehold Mortgagee shall be permitted to operate a correctional facility on the Premises unless such designee or assignee possesses, or engages a third party operator for the Premises who possesses, professional knowledge and

² [NTD: GEO to confirm.]

³ [NTD: GEO to confirm.]

competency in the operation, management, and administration of a correctional or detention facility, in accordance with the standards ordinarily exercised by reputable professionals in the industry, and in compliance with all applicable laws, codes, policies, and regulations.

4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed properly given when received by Landlord or Tenant at their addresses as provided in the Leases and, in the case of the Mortgagees, as follows:

If to ~~First Lien Mortgagee~~ Administrative Agent:

Citizens Bank, N.A., as Administrative Agent
20 Cabot Road
Medford, MA 02155
Attention: Agency Servicing (Project GEO)

~~Alter Domus Products Corp.~~
~~225 W. Washington Street, 9th Floor~~
~~Chicago, Illinois 60606~~
~~Attention: Legal Department — Agency, Emily Ergang Pappas and Vincent Bonano~~

If to ~~Second Lien Mortgagee~~Collateral Agent:

Ankura Trust Company, LLC, as ~~Second Lien~~ Collateral ~~Trustee~~Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Krista Gulalo, Managing Director

Ankura Trust Company, LLC, as ~~Second Lien~~ Collateral ~~Trustee~~Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Beth Micena, Managing Director

Landlord hereby agrees to give each Mortgagee, concurrently with the giving thereof to Tenant, a copy of any and all notices, requests, demands or other communications relating to any failure by Tenant to perform any of the terms and provisions of any of the Leases, and any other notices or other communications which Landlord is required to give to Tenant pursuant to any of the Leases or by law.

5. Consent to Mortgages. Landlord hereby consents to the Mortgages encumbering the Leases and the leasehold estate created thereby, including Tenant's interest in any improvements on the Premises during such Lease term as set forth in the Leases, and acknowledges that such mortgaging shall not impose any obligation on any Mortgagee under any of the Mortgages, unless and until such Mortgagee shall succeed to Tenant's interests under the Lease(s) through foreclosure or otherwise.

6. Modification of Tenant's Liabilities. The lenders extending credit and/or holding the Notes (as defined in Exhibit B) or the loans under the ~~Exchange~~ Credit Agreement, (as defined in Exhibit B) and/or the Indenture (as defined in Exhibit B), as applicable, may, without affecting the validity of this Certificate or the Leases, extend, amend, modify, increase or restate, in any way, the terms of the applicable loans or the Notes or the payment or performance of any of Tenant's liabilities, including, without limitation, the Mortgages themselves, without the consent of Landlord and without giving notice thereof to Landlord.

7. Term. The provisions of this Certificate shall continue in full force and effect until Landlord shall have received each Mortgagee's written certification that the loans or Notes, as applicable to such Mortgagee, have been indefeasibly paid in full and all of the obligations have been satisfied. Upon any Mortgagee's written confirmation that it has received full and final payment of its loans or Notes described herein, such Mortgagee shall cease to have any rights hereunder. In no instance shall the security interests granted pursuant to the Mortgages extend beyond the expiration of the final terms of the Leases.

8. Successors. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, each Mortgagee, and their respective successors and assigns.

Landlord will disclose the terms and conditions of this Certificate to any purchaser or successor to Landlord's interest in the Premises. In the event any Mortgagee or its designee acquire Tenant's interest in any of the Lease(s), upon subsequent transfer of such Mortgagee's (or as applicable its designee's) interest in the applicable Lease(s) thereafter, neither such Mortgagee nor any designee thereof shall be liable for obligations thereunder which accrue after the date of such subsequent transfer.

9. Mortgage by Landlord. Landlord shall, in the event it places a mortgage, deed of trust (or equivalent instruments) and/or other security interests upon the Premises, cause such mortgage, deed of trust (or equivalent instruments) and/or other security interests to provide that the mortgagee or beneficiary thereunder will not disturb the possession and other rights of Tenant under any of the Leases, or of any Mortgagee or its designee hereunder or under the Mortgages, such agreement to be binding in the event of foreclosure by such mortgagee or beneficiary, including upon any person purchasing the Premises at any foreclosure sale.

10. Modifications. No modification, supplement or mutual agreement of termination of any of the Leases shall be binding upon any Mortgagee unless Tenant obtains the prior written consent of such Mortgagee.

11. Options to Purchase, Terminate, Extend or Renew. For purposes of the following, references to "loan documents" shall include, without limitation, the Security Instruments and the Mortgages, and "credit facility" shall include any funds available and any debt or other obligations outstanding under the foregoing. Landlord and, by its signature below, Tenant, hereby agree that (i) Tenant's exercise of a voluntary termination of any the Leases and/or Tenant's exercise of any right to treat any rejected Lease as terminated (including in a bankruptcy of Landlord or Tenant), shall not be effective unless consented to in writing by the ~~First Lien Mortgagee and the Second Lien Mortgagee~~ Administrative Agent and the Collateral Agent (and as between Tenant and each Mortgagee, such Mortgagee shall not withhold such consent to the extent the such termination is not in violation of the loan documents evidencing and securing such Mortgagee's credit facility), and (ii) Tenant's exercise of any rights of first refusal or options to purchase all or any portion of the Premises shall be subject to each Mortgagee's written confirmation to Landlord that it has concurrently received (or is not required to receive, pursuant to the loan documents evidencing or securing such Mortgagee's credit facility) a security interest in all of Tenant's and its affiliates' right, title and interest in and to the Premises that may exist following the exercise of such right or option. As between Tenant and each Mortgagee, such Mortgagee shall promptly provide such written confirmation or waiver (as applicable in accordance with the loan documents evidencing or securing such Mortgagee's credit facility) upon request. Any such security interest which is required pursuant to the loan documents evidencing and securing such Mortgagee's credit facility, shall otherwise be in form and substance similar to such Mortgagee's pre-existing Mortgage. Landlord acknowledges and agrees that any such subsequent mortgage shall be entitled to the same rights and benefits afforded the Mortgagee thereof with respect to its Mortgage under this ~~Estoppel and Recognition Agreement~~ Certificate without the necessity of any further action hereunder. In the event Tenant fails to timely exercise any options to extend or renew any of the Leases, the

parties hereby agree that the term of the applicable Lease(s) (or the period to exercise such option, as applicable) shall automatically be extended to the tenth (10th) business day after Landlord delivers a notice to the ~~First Lien Mortgagee and the Second Lien Mortgagee~~ Administrative Agent and the Collateral Agent stating that Tenant has failed to timely exercise an option to extend or renew the term of the applicable Lease(s). During such ten (10) business day period each of the ~~First Lien Mortgagee and the Second Lien Mortgagee~~ Administrative Agent and the Collateral Agent shall have the option of extending or renewing, on behalf of the Tenant, the applicable Lease(s) for the extension or renewal term. If either such Mortgagee so extends or renews any of the Leases, the term of such Lease shall accordingly be so extended or renewed. Any liens on Tenant's property granted in favor of Landlord pursuant to any Lease shall be subordinate to the Mortgages, and to the extent arising due to a Tenant default shall be extinguished by the foreclosure of any Mortgage or transfer in lieu thereof, provided that Mortgagee has caused any monetary default on the part of Tenant to be cured.

12. Conflicts. If there is a conflict between the terms of any of Leases and this Certificate, the terms of this Certificate shall prevail. As between the Mortgagees, this ~~Estoppel and Recognition Agreement~~ Certificate shall govern any matter expressly referred to herein, and any other matter between the Mortgagees shall be governed by the intercreditor agreement entered into by such Mortgagees. Neither the ~~First Lien Mortgagee nor the Second Lien Mortgagee shall be~~ Administrative Agent nor the Collateral Agent shall be responsible for the obligations or liabilities (if any) of the other hereunder. As between the Tenant and each Mortgagee, in taking (or refraining from) any actions under or pursuant to this Certificate, the applicable Mortgagee shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the its Security Instruments and other loan documents in all of its capacities thereunder.

13. Recording. This instrument may be recorded in the applicable recording office in the County and State in which the Premises is located.

14. Ratification. Landlord and Tenant hereby ratify and affirm the unexecuted Amended Sublease Agreement (Flightline Unit) between Ed Davenport as sublessor and the City of Big Spring Texas, a municipal corporation as sublessee dated July 1, 1996 attached hereto as Exhibit D, as if the same was fully executed by the parties thereto on July 1, 1996.⁴

15. Anti-Merger. Notwithstanding the fact that Tenant holds the lessee interest under the Base Lease, the sublessor interest under the Amended Sublease, and the sub-sublessee interest under the Secondary Sublease, it is Landlord and Tenant's intent that the Base Lease, Amended Sublease and Secondary Sublease not merge but remain separate and distinct interests.

⁴ NTD: Please provide a PDF of this document so that we can attach same as Exhibit D.

16. Governing Law. This Certificate shall be governed by the laws of the state in which the Premises is located.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Estoppel and Recognition Agreement effective as of the day first above written,

LANDLORD:

THE CITY OF BIG SPRING, TEXAS, a municipal corporation of the State of Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
) ss:
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as _____ of The City of Big Spring, Texas, a municipal corporation of the State of Texas. He/she is:

- ☐ personally known to me; or
- ☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF TEXAS

(Print, Type or Stamp Commissioned Name of Notary Public

[Signatures continue on attached pages]

The undersigned is joining in this agreement to confirm its consent to the provisions hereof:

TENANT:

MUNICIPAL CORRECTIONS FINANCE, L.P.,
a Delaware limited partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, ~~20~~2024, by
_____, _____ of MUNICIPAL CORRECTIONS FINANCE,
L.P., a Delaware limited partnership, on behalf of the limited partnership. He/she is:

☐ personally known to me; or

☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public

The undersigned ~~First Lien Mortgagee and Second Lien Mortgagee~~ Administrative Agent and Collateral Agent are joining in this agreement to confirm their consent to the provisions hereof:

~~FIRST LIEN
MORTGAGEE~~ ADMINISTRATIVE
AGENT:

~~ALTER DOMUS PRODUCTS CORP.,
a Delaware corporation~~ CITIZENS BANK,
N.A.,
a national banking association, as
Administrative Agent under the ~~Existing~~
Credit ~~Facility~~ Agreement

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

State of Illinois

County of Cook

On _____, before me, _____, a Notary Public, personally appeared _____, as _____ ~~Alter Domus Products Corp., a Delaware corporation~~ of Citizens Bank, N.A., a national banking association, who is personally know to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

~~I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.~~

~~WITNESS my hand and official seal.~~

Notary

My Commission Expires: _____

~~[Signatures continue on attached pages]~~

ALTER DOMUS PRODUCTS CORP.,
a Delaware corporation as Administrative Agent
under the Existing Credit Facility

By: _____
Name: _____
Title: _____

State of Illinois

County of Cook

On _____, before me, _____, a Notary
Public, personally appeared _____, as _____
of Alter Domus Products Corp., a Delaware corporation, who is personally known to me
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary

My Commission Expires: _____

[Signatures continue on attached pages]

~~SECOND LIEN MORTGAGEE:~~

COLLATERAL AGENT:

ANKURA TRUST COMPANY, LLC,
a New Hampshire limited liability company
as ~~Second Lien~~ Collateral ~~Trustee~~Agent under the
~~Private Exchange Notes~~ Indenture

By: _____

Name: _____

Title: _____

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.

_____ (NOTARY PUBLIC)

My Commission Expires: _____

Affix official seal, if applicable)

[Signatures continue on attached page]

~~ANKURA TRUST COMPANY, LLC, a New Hampshire limited liability company, as Second Lien Collateral Trustee under the Private Exchange Notes Indenture~~

By: _____
Name: _____
Title: _____

~~STATE OF CONNECTICUT~~

~~COUNTY OF FAIRFIELD~~

~~Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2024, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.~~

(NOTARY PUBLIC)

My Commission Expires: _____

(Affix official seal, if applicable)

Exhibit A

Base Lease:

Lease dated February 18, 1994 between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.

Lease Amendment undated but effective October 1, 1994 between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1), (2) and (3) above are memorialized by that certain Memorandum of Leases (Flightline Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 155 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official] [contract] records of Howard County, Texas.

Amendment to Leases dated August 14, 2001 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

Items (6) and (7) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

[Exhibit continues on attached pages]

Flightline Ground Lease Recognition Agreement

76127277;2

NAI-~~1540001218v1~~[1540001218v3](#)

Amended Sublease:

Amended Sublease Agreement (Flightline Unit) between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee dated July 1, 1996.

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Flightline Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 155 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.

Amendment to Leases dated August 14, 2001 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, collectively memorialized by that certain

Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Secondary Sublease:

Secondary Sublease Agreement (Flightline Unit) between the City of Big Spring, Texas, a municipal corporation and Ed Davenport dated July 1, 1996

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the records of Howard County, Texas.

Flightline Ground Lease Recognition Agreement

76127277;2

NAI-~~1540001218v1~~[1540001218v3](#)

Amendment to Leases dated August 14, 2001 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Flightline Ground Lease Recognition Agreement

76127277;2

NAI-~~1540001218v1~~[1540001218v3](#)

76127277;2

NAI-~~1540001218v1~~[1540001218v3](#)

Exhibit B

Security Instruments:

- a. ~~that~~That certain Credit Agreement dated ~~August 19, 2022~~as of April 18, 2024 (as the same may be modified, supplemented, amended ~~and, or~~ amended and restated and in effect from time to time, the “~~Exchange Credit Agreement~~”) by and among The ~~Geo~~GEO Group, Inc. ~~and Geo, a Florida corporation, and GEO~~ Corrections Holdings, Inc., a Florida corporation, as borrowers (collectively, “Borrowers”), various lenders identified therein and extending credit thereunder to Tenant and/or its affiliates which are parties thereto, and ~~Alter Domus Products Corp., a Delaware corporation~~Citizens Bank, N.A., a national banking association, as administrative agent on behalf of the lenders identified therein, and that certain Guaranty Agreement ~~of the same date~~dated as of April 18, 2024 executed by Tenant and various other affiliates of Borrowers as guarantors of Borrowers’ obligations under the ~~Exchange~~ Credit Agreement and related instruments;
- b. ~~that~~That certain Indenture dated as of ~~August 19, 2022~~April 18, 2024 among The GEO Group, Inc., ~~the guarantors party thereto, and Ankura Trust Company, LLC as the Trustee and Second Lien Collateral Trustee thereunder regarding the 9.500% Senior Second Lien Secured Notes due 2028 (the “Private Exchange Notes Indenture”), and that certain Indenture dated August 19, 2022 among The GEO Group, Inc. a Florida corporation, as issuer, the guarantors party thereto, and Ankura Trust Company, LLC, as the Trustee and Second Lien Collateral Trustee thereunder regarding the 10.5008.625% Senior Second Lien Secured Notes due 2028~~2029 (as the “Public Exchange Notes Indenture” and together with the Private Exchange Notes Indenture, collectively, the “same may be modified, supplemented, amended, and amended and restated and in effect from time to time, the “Indenture”) (the obligations of The GEO Group, Inc. with respect to the ~~Private Exchange Notes Indenture and the Public Exchange Notes Indenture and~~ notes issued thereunder, collectively, the “Notes”, all of which shall be considered Security Instruments hereunder).

a. Mortgagees:

- i. ~~Alter Domus Products Corp, not in its individual capacity but solely as the current administrative agent under the Exchange Credit Agreement (together with its successors and assigns, the “First Lien Mortgage”).~~
- ii. ~~Ankura Trust Company, LLC not in its individual capacity but solely as the current Second Lien Collateral Trustee under the Private Exchange Notes Indenture (together with its successors and assigns, “Second Lien Private Notes Mortgage”); and~~
- iii. ~~Ankura Trust Company, LLC not in its individual capacity but solely as the current Second Lien Collateral Trustee under the Public Exchange Notes Indenture (together with its successors and assigns, “Second Lien Public Notes Mortgage”, collectively~~

~~with its capacity as the Second Lien Private Notes Mortgagee, the “Second Lien Mortgagee”.~~

~~The First Lien Mortgagee and the Second Lien Mortgagee may each be referred to hereunder as a “Mortgagee”.~~

Exhibit C

That certain real property located in Howard County, Texas, and more particularly described as follows:

Being a 22.798 acre tract, more or less, out of the W/2 of Section Three (3), in Block No. Thirty-three (33), T-l-S, T. & P. RR. Co. Survey, Howard County, Texas, described by metes and bounds as follows:

BEGINNING at a 120-d nail in pavement for the SW corner of this tract; from whence the SW corner of Section 3, Block 33, T-l-S, T. & P. RR. Co. Survey, Howard County, Texas, bears S. 06 deg. 40' 13" W. 2201.1';

THENCE N. 85 deg. 53' 02" E. 808.8' to a 120-d nail for a corner in the SE corner of this tract;

THENCE N. 01 deg. 53' 33" E. 979.53' to a 120-d nail for a corner in the east line of this tract;

THENCE N. 10 deg. 38' 21" W. 138.11' to a 120-d nail for a corner in the east line of this tract;

THENCE N. 38 deg. 14' 22" W. 93.02' to a 120-d nail for a corner of this tract;

THENCE N. 50 deg. 18' 20" W. 325.12' to a 120-d nail for the NE corner of this tract;

THENCE S. 85 deg. 45' 08" W. 327.44' to a 120-d nail for the NW corner of this tract;

THENCE S. 07 deg. 09' 02" W. 1440.4' to the place of beginning. Containing 22.798 acres of land, more or less.

Exhibit D

Flightline Ground Lease Recognition Agreement

76127277;2

NAI-~~1540001218v1~~[1540001218v3](#)

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 5/24/2024 11:17:43 AM	
Style name: JD Color With Moves	
Intelligent Table Comparison: Inactive	
Original DMS: iw://naiweb.firm.jonesday.net/NAI/1540001218/1	
Modified DMS: iw://naiweb.firm.jonesday.net/NAI/1540001218/3	
Changes:	
<u>Add</u>	95
Delete	115
Move From	3
<u>Move To</u>	3
<u>Table Insert</u>	0
Table Delete	4
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	220

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN
To

Jones Day
1221 Peachtree Street, N.E., Suite 400
Atlanta, Georgia 30361
Attention: Daniel French, Esq.

ESTOPPEL AND RECOGNITION AGREEMENT

AMONG

The City of Big Spring, Texas (Landlord)
Municipal Corrections Finance, L.P. (Tenant)
Citizens Bank, N.A. (Administrative Agent)
Ankura Trust Company, LLC (Collateral Agent)

Relating to Premises in:

Howard County, Texas

DATED: As of _____, 2024

Flightline Ground Lease Recognition Agreement

ESTOPPEL AND RECOGNITION AGREEMENT

For

THIS ESTOPPEL AND RECOGNITION AGREEMENT (this “**Certificate**”) is entered into effective as of _____, 2024 by The City of Big Spring, Texas, a municipal corporation of the State of Texas (together with its successors and assigns, “**Landlord**”), Municipal Corrections Finance, L.P., a Delaware limited partnership (in such capacity, together with its successors and assigns, “**Tenant**”), Citizens Bank, N.A., a national banking association, in its capacity as administrative agent under the Credit Agreement (as defined in Exhibit B) (together with its successors and assigns, the “**Administrative Agent**”), and Ankura Trust Company, LLC, a New Hampshire limited liability company, in its capacity as collateral agent under the Indenture (as defined in Exhibit B) (in such capacity, together with its successors and assigns, the “**Collateral Agent**”). Administrative Agent and Collateral Agent may each be referred to hereunder as a “Mortgagee,” or collectively as “Mortgagees”.

WHEREAS, Landlord is the Lessor and Tenant is the Lessee under the Base Lease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Base Lease**”) with respect to certain real property located at 2001 Rickabaugh Drive, Big Spring, Texas, and Landlord is the owner in fee of the premises therein described (the “**Premises**”) as the Premises is more particularly described in Exhibit C;

WHEREAS, Tenant is the sublandlord and Landlord is the subtenant under the Amended Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Amended Sublease**”) with respect to the Premises;

WHEREAS, Landlord is the sub-sublandlord and Tenant is the sub-subtenant under the Secondary Sublease described on Exhibit A attached hereto (together with all amendments, modifications and supplements thereto, the “**Secondary Sublease**”) with respect to the Premises. Each of the Base Lease, the Amended Sublease and the Secondary Sublease may be referred to herein as a “Lease” and collectively the “**Leases**”);

WHEREAS, Tenant and its affiliates have entered into various financing arrangements with Administrative Agent, Collateral Agent and certain other parties, under which the Leases and Tenant’s interests in the leasehold estates created thereby, including Tenant’s interest in any improvements on the Premises during such Lease term as set forth in the Leases, will be used as collateral, as evidenced in part by the security instruments described on Exhibit B attached hereto (as each may be modified, amended, supplemented or restated from time to time, collectively, the “**Security Instruments**”). The improvements located on the Premises may be referred to herein as the “Improvements”.

WHEREAS, in connection with such financing arrangements, Tenant has granted and/or wishes to grant one or more mortgages, deeds of trust (or equivalent instruments) and/or other security interests on the Tenant’s interest in the Leases and the Premises and any

improvements thereon (as each may be modified, amended, supplemented or restated from time to time, collectively, the “**Mortgages**”), to the Mortgagees.

WHEREAS, this Certificate is intended to act as a consent, to the extent required under any of the Leases (but without implying any greater rights of approval than are set forth in the Leases), to the execution and delivery of such Mortgages.

NOW THEREFORE, for valuable consideration, Landlord (and, as applicable, Tenant, and, as applicable, Mortgagees) hereby agrees as follows and hereby acknowledges and accepts the rights afforded to each Mortgagee hereunder:

1. The Leases. Each of the Leases is in full force and effect and has not been modified, amended or supplemented except as described in Exhibit A attached hereto.

2. Defaults; Lease Term and Extension Options. Landlord agrees to waive any prior defaults of Tenant under the Leases, whether known, believed, suspected, or unknown by Landlord, predating the date of this Certificate. Landlord affirms that Tenant is current on all rent payments under the Leases. Landlord and Tenant recognize and agree that the failure of Landlord to assert its rights against Tenant under the Leases prior to the date of this Certificate for non-monetary default of which it is not aware, or as to which Landlord has not enforced remedies prior to the execution of this Certificate does not operate to limit the ability of Landlord to enforce any defaults under the Leases occurring after the date of this Certificate (including, without limitation, defaults which are due to the Tenant, Tenant’s mortgagee, or any assignees of a Tenant’s mortgagee failing to use the Premises as a correctional or detention facility without Landlord’s prior written consent in accordance with Section 25 of the Amendment to Leases dated August 14, 2001 or any other Tenant defaults provided in the Leases) unless expressly waived by Landlord in writing. Landlord acknowledges that the first sentence of this paragraph constitutes such a waiver as to circumstances or events predating this Certificate, but not as to circumstances or events occurring after the date of this Certificate. Landlord is not in default under any of the Leases. Landlord has accepted any improvements at the Premises constructed by Tenant pursuant to any of the Leases and/or related agreements.

The term of the Base Lease is scheduled to expire [_____] ¹ unless earlier terminated in accordance with its terms. With respect to the Base Lease, Tenant has four remaining extension options of five years each, and one remaining extension option of three years.

The term of the Amended Sublease is scheduled to expire August 7, 2047 ² unless earlier terminated in accordance with its terms. Tenant has no remaining options to extend the Amended Sublease.

¹ [NTD: GEO to confirm current termination date]

² [NTD: GEO to confirm.]

The term of the Secondary Sublease is scheduled to expire August 7, 2024³ unless earlier terminated in accordance with its terms. With respect to the Secondary Sublease, Tenant has four remaining extension options of five years each, and one remaining extension option of three years.

3. Cure Rights.

(a) Landlord expressly acknowledges and affirms that each Mortgagee shall have the rights of a Leasehold Mortgagee described in (and on the terms set forth in) the Amendment to Leases dated August 14, 2001 among the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. with respect to each of the Tenant's interests as lessee under the Base Lease and the Secondary Sublease, and Tenant's interest as sublessor under the Amended Sublease. In connection with such rights, each of the Mortgages shall be considered a Leasehold Mortgage under the terms of such amendment with respect to the Base Lease, the Amended Sublease and the Secondary Sublease, and under no circumstance will the fee interests of Landlord in the Premises be pledged as collateral under or be subordinate to any Mortgage or other security interest undertaken by Tenant. For purposes of Section 12 of this Certificate, the foregoing shall be deemed contents of the applicable Leases. Notwithstanding any of the foregoing or anything to the contrary in any of the Leases, the Mortgagees and Tenant hereby agree and the Landlord acknowledges that while the Collateral Agent shall be entitled to cure any default of Tenant under any Lease in accordance with the foregoing, it may not foreclose any Mortgage or acquire Tenant's interest under any Lease unless and until the Administrative Agent has confirmed in writing that all amounts outstanding under the Credit Agreement (as defined in Exhibit B) have been repaid in full, which writing shall be delivered to all parties hereunder upon such repayment or otherwise, following such repayment, promptly upon request from time to time, as applicable.

(b) Tenant, Administrative Agent and Collateral Agent acknowledge and agree that the Tenant's interests in the Improvements pursuant to any Lease must at all times be held in common with Tenant's (or its successor's or assign's) interest under such Lease, and the Improvements shall not be treated independent of or bifurcated from the Premises or the leasehold estates under the Leases.

(c) No designee or assignee of any Leasehold Mortgagee shall be permitted to operate a correctional facility on the Premises unless such designee or assignee possesses, or engages a third party operator for the Premises who possesses, professional knowledge and competency in the operation, management, and administration of a correctional or detention facility, in accordance with the standards ordinarily exercised by reputable professionals in the industry, and in compliance with all applicable laws, codes, policies, and regulations.

³ [NTD: GEO to confirm.]

4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed properly given when received by Landlord or Tenant at their addresses as provided in the Leases and, in the case of the Mortgagees, as follows:

If to Administrative Agent:

Citizens Bank, N.A., as Administrative Agent
20 Cabot Road
Medford, MA 02155
Attention: Agency Servicing (Project GEO)

If to Collateral Agent:

Ankura Trust Company, LLC, as Collateral Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Krista Gulalo, Managing Director

Ankura Trust Company, LLC, as Collateral Agent
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Beth Micena, Managing Director

Landlord hereby agrees to give each Mortgagee, concurrently with the giving thereof to Tenant, a copy of any and all notices, requests, demands or other communications relating to any failure by Tenant to perform any of the terms and provisions of any of the Leases, and any other notices or other communications which Landlord is required to give to Tenant pursuant to any of the Leases or by law.

5. Consent to Mortgages. Landlord hereby consents to the Mortgages encumbering the Leases and the leasehold estate created thereby, including Tenant's interest in any improvements on the Premises during such Lease term as set forth in the Leases, and acknowledges that such mortgaging shall not impose any obligation on any Mortgagee under any of the Mortgages, unless and until such Mortgagee shall succeed to Tenant's interests under the Lease(s) through foreclosure or otherwise.

6. Modification of Tenant's Liabilities. The lenders extending credit and/or holding the Notes (as defined in Exhibit B) or the loans under the Credit Agreement (as defined in Exhibit B) and/or the Indenture (as defined in Exhibit B), as applicable, may, without affecting the validity of this Certificate or the Leases, extend, amend, modify, increase or restate, in any way, the terms of the applicable loans or the Notes or the payment or performance of any of Tenant's liabilities, including, without limitation, the Mortgages themselves, without the consent of Landlord and without giving notice thereof to Landlord.

7. Term. The provisions of this Certificate shall continue in full force and effect until Landlord shall have received each Mortgagee's written certification that the loans or Notes, as applicable to such Mortgagee, have been indefeasibly paid in full and all of the obligations have been satisfied. Upon any Mortgagee's written confirmation that it has received full and final payment of its loans or Notes described herein, such Mortgagee shall cease to have any rights hereunder. In no instance shall the security interests granted pursuant to the Mortgages extend beyond the expiration of the final terms of the Leases.

8. Successors. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, each Mortgagee, and their respective successors and assigns. Landlord will disclose the terms and conditions of this Certificate to any purchaser or successor to Landlord's interest in the Premises. In the event any Mortgagee or its designee acquire Tenant's interest in any of the Lease(s), upon subsequent transfer of such Mortgagee's (or as applicable its designee's) interest in the applicable Lease(s) thereafter, neither such Mortgagee nor any designee thereof shall be liable for obligations thereunder which accrue after the date of such subsequent transfer.

9. Mortgage by Landlord. Landlord shall, in the event it places a mortgage, deed of trust (or equivalent instruments) and/or other security interests upon the Premises, cause such mortgage, deed of trust (or equivalent instruments) and/or other security interests to provide that the mortgagee or beneficiary thereunder will not disturb the possession and other rights of Tenant under any of the Leases, or of any Mortgagee or its designee hereunder or under the Mortgages, such agreement to be binding in the event of foreclosure by such mortgagee or beneficiary, including upon any person purchasing the Premises at any foreclosure sale.

10. Modifications. No modification, supplement or mutual agreement of termination of any of the Leases shall be binding upon any Mortgagee unless Tenant obtains the prior written consent of such Mortgagee.

11. Options to Purchase, Terminate, Extend or Renew. For purposes of the following, references to "loan documents" shall include, without limitation, the Security Instruments and the Mortgages, and "credit facility" shall include any funds available and any debt or other obligations outstanding under the foregoing. Landlord and, by its signature below, Tenant, hereby agree that (i) Tenant's exercise of a voluntary termination of any the Leases and/or Tenant's exercise of any right to treat any rejected Lease as terminated (including in a bankruptcy of Landlord or Tenant), shall not be effective unless consented to in writing by the Administrative Agent and the Collateral Agent (and as between Tenant and each Mortgagee, such Mortgagee shall not withhold such consent to the extent the such termination is not in violation of the loan documents evidencing and securing such Mortgagee's credit facility), and (ii) Tenant's exercise of any rights of first refusal or options to purchase all or any portion of the Premises shall be subject to each Mortgagee's written confirmation to Landlord that it has concurrently received (or is not required to receive, pursuant to the loan documents evidencing or securing such Mortgagee's credit facility) a security interest in all of Tenant's and its affiliates' right, title and interest in and to the Premises that may exist following the exercise of such right or option. As between Tenant

and each Mortgagee, such Mortgagee shall promptly provide such written confirmation or waiver (as applicable in accordance with the loan documents evidencing or securing such Mortgagee's credit facility) upon request. Any such security interest which is required pursuant to the loan documents evidencing and securing such Mortgagee's credit facility, shall otherwise be in form and substance similar to such Mortgagee's pre-existing Mortgage. Landlord acknowledges and agrees that any such subsequent mortgage shall be entitled to the same rights and benefits afforded the Mortgagee thereof with respect to its Mortgage under this Certificate without the necessity of any further action hereunder. In the event Tenant fails to timely exercise any options to extend or renew any of the Leases, the parties hereby agree that the term of the applicable Lease(s) (or the period to exercise such option, as applicable) shall automatically be extended to the tenth (10th) business day after Landlord delivers a notice to the Administrative Agent and the Collateral Agent stating that Tenant has failed to timely exercise an option to extend or renew the term of the applicable Lease(s). During such ten (10) business day period each of the Administrative Agent and the Collateral Agent shall have the option of extending or renewing, on behalf of the Tenant, the applicable Lease(s) for the extension or renewal term. If either such Mortgagee so extends or renews any of the Leases, the term of such Lease shall accordingly be so extended or renewed. Any liens on Tenant's property granted in favor of Landlord pursuant to any Lease shall be subordinate to the Mortgages, and to the extent arising due to a Tenant default shall be extinguished by the foreclosure of any Mortgage or transfer in lieu thereof, provided that Mortgagee has caused any monetary default on the part of Tenant to be cured.

12. Conflicts. If there is a conflict between the terms of any of Leases and this Certificate, the terms of this Certificate shall prevail. As between the Mortgagees, this Certificate shall govern any matter expressly referred to herein, and any other matter between the Mortgagees shall be governed by the intercreditor agreement entered into by such Mortgagees. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the obligations or liabilities (if any) of the other hereunder. As between the Tenant and each Mortgagee, in taking (or refraining from) any actions under or pursuant to this Certificate, the applicable Mortgagee shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the its Security Instruments and other loan documents in all of its capacities thereunder.

13. Recording. This instrument may be recorded in the applicable recording office in the County and State in which the Premises is located.

14. Ratification. Landlord and Tenant hereby ratify and affirm the unexecuted Amended Sublease Agreement (Flightline Unit) between Ed Davenport as sublessor and the City of Big Spring Texas, a municipal corporation as sublessee dated July 1, 1996 attached hereto as Exhibit D, as if the same was fully executed by the parties thereto on July 1, 1996.⁴

15. Anti-Merger. Notwithstanding the fact that Tenant holds the lessee interest under the Base Lease, the sublessor interest under the Amended Sublease, and the sub-sublessee

⁴ NTD: Please provide a PDF of this document so that we can attach same as Exhibit D.

interest under the Secondary Sublease, it is Landlord and Tenant's intent that the Base Lease, Amended Sublease and Secondary Sublease not merge but remain separate and distinct interests.

16. Governing Law. This Certificate shall be governed by the laws of the state in which the Premises is located.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Estoppel and Recognition Agreement effective as of the day first above written,

LANDLORD:

THE CITY OF BIG SPRING, TEXAS, a
municipal corporation of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss:
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2024, by
_____, as _____ of The City of Big Spring, Texas, a
municipal corporation of the State of Texas. He/she is:

- ☐ personally known to me; or
- ☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF TEXAS

(Print, Type or Stamp Commissioned Name of Notary Public

[Signatures continue on attached pages]

The undersigned is joining in this agreement to confirm its consent to the provisions hereof:

TENANT:

MUNICIPAL CORRECTIONS FINANCE, L.P.,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

[illegible]

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, _____ of MUNICIPAL CORRECTIONS FINANCE, L.P., a Delaware limited partnership, on behalf of the limited partnership. He/she is:

- ☐ personally known to me; or
- ☐ produced the following identification: _____

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public

The undersigned Administrative Agent and Collateral Agent are joining in this agreement to confirm their consent to the provisions hereof:

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A.,
a national banking association, as
Administrative Agent under the Credit
Agreement

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

State of Illinois

County of Cook

On _____, before me, _____, a Notary Public, personally appeared _____, as _____ of Citizens Bank, N.A., a national banking association, who is personally know to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary

My Commission Expires: _____

[Signatures continue on attached pages]

COLLATERAL AGENT:

ANKURA TRUST COMPANY, LLC,
a New Hampshire limited liability company
as Collateral Agent under the Indenture

By: _____
Name: _____
Title: _____

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2024, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged to me that she/he executed the same in her/his representative capacity(ies), and that by her/his signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which she/he acted, executed the above and foregoing instrument, after first having been duly authorized to do so.

_____ (NOTARY PUBLIC)

My Commission Expires: _____

Affix official seal, if applicable)

[Signatures continue on attached page]

Exhibit A

Base Lease:

Lease dated February 18, 1994 between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.

Lease Amendment undated but effective October 1, 1994 between the City of Big Spring, a municipal corporation of the State of Texas as lessor and Ed Davenport as lessee.

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1), (2) and (3) above are memorialized by that certain Memorandum of Leases (Flightline Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 155 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official] [contract] records of Howard County, Texas.

Amendment to Leases dated August 14, 2001 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

Items (6) and (7) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

[Exhibit continues on attached pages]

Flightline Ground Lease Recognition Agreement

Amended Sublease:

Amended Sublease Agreement (Flightline Unit) between Ed Davenport as sublessor and the City of Big Spring, Texas, a municipal corporation as sublessee dated July 1, 1996.

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Flightline Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 155 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the [official][contract] records of Howard County, Texas.

Amendment to Leases dated August 14, 2001 between the City of Big Spring Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, collectively memorialized by that certain

Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Secondary Sublease:

Secondary Sublease Agreement (Flightline Unit) between the City of Big Spring, Texas, a municipal corporation and Ed Davenport dated July 1, 1996

Assignment and Assumption of Leases dated July 1, 1996 between Ed Davenport as assignor and Cornell Corrections of Texas, Inc. as assignee.

Items (1) and (2) above are memorialized by that certain Memorandum of Leases (Airpark Unit) between the City of Big Spring, Texas as lessor and Cornell Corrections of Texas, Inc. as lessee, and recorded at Book 10, Page 159 in the contracts records of Howard County, Texas.

Memorandum of Amendment and Addendum to Multiple Lease Agreements and Operating Agreement relating to Big Spring Correctional Center date June 22, 1999 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc. recorded at Book 778, Page 778 in the records of Howard County, Texas.

Flightline Ground Lease Recognition Agreement

Amendment to Leases dated August 14, 2001 between the City of Big Spring, Texas and Cornell Corrections of Texas, Inc.

Assignment and Assumption of Leases (Big Spring, Texas) dated August 14, 2001 between Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee

Items (5) and (6) are memorialized by that certain Memorandum of Assignment and Amendment of Leases dated August 14, 2001 among the City of Big Spring, Texas, Cornell Corrections of Texas, Inc. as assignor and Municipal Corrections Finance, L.P. as assignee, recorded at Volume 837, Page 1 of the official records of Howard County, Texas.

Flightline Ground Lease Recognition Agreement

Exhibit B

Security Instruments:

- a. That certain Credit Agreement dated as of April 18, 2024 (as the same may be modified, supplemented, amended, or amended and restated and in effect from time to time, the “***Credit Agreement***”) by and among The GEO Group, Inc., a Florida corporation, and GEO Corrections Holdings, Inc., a Florida corporation, as borrowers (collectively, “***Borrowers***”), various lenders identified therein and extending credit thereunder to Tenant and/or its affiliates which are parties thereto, and Citizens Bank, N.A., a national banking association, as administrative agent on behalf of the lenders identified therein, and that certain Guaranty Agreement dated as of April 18, 2024 executed by Tenant and various other affiliates of Borrowers as guarantors of Borrowers’ obligations under the Credit Agreement and related instruments.
- b. That certain Indenture dated as of April 18, 2024 among The GEO Group, Inc., a Florida corporation, as issuer, the guarantors party thereto, and Ankura Trust Company, LLC, as Trustee thereunder regarding the 8.625% Senior Secured Notes due 2029 (as the same may be modified, supplemented, amended, and amended and restated and in effect from time to time, the “***Indenture***”) (the obligations of The GEO Group, Inc. with respect to the Indenture and the notes issued thereunder, collectively, the “***Notes***,” all of which shall be considered Security Instruments hereunder).

Flightline Ground Lease Recognition Agreement

Exhibit C

That certain real property located in Howard County, Texas, and more particularly described as follows:

Being a 22.798 acre tract, more or less, out of the W/2 of Section Three (3), in Block No. Thirty-three (33), T-1-S, T. & P. RR. Co. Survey, Howard County, Texas, described by metes and bounds as follows:

BEGINNING at a 120-d nail in pavement for the SW corner of this tract; from whence the SW corner of Section 3, Block 33, T-1-S, T. & P. RR. Co. Survey, Howard County, Texas, bears S. 06 deg. 40' 13" W. 2201.1';

THENCE N. 85 deg. 53' 02" E. 808.8' to a 120-d nail for a corner in the SE corner of this tract;

THENCE N. 01 deg. 53' 33" E. 979.53' to a 120-d nail for a corner in the east line of this tract;

THENCE N. 10 deg. 38' 21" W. 138.11' to a 120-d nail for a corner in the east line of this tract;

THENCE N. 38 deg. 14' 22" W. 93.02' to a 120-d nail for a corner of this tract;

THENCE N. 50 deg. 18' 20" W. 325.12' to a 120-d nail for the NE corner of this tract;

THENCE S. 85 deg. 45' 08" W. 327.44' to a 120-d nail for the NW corner of this tract;

THENCE S. 07 deg. 09' 02" W. 1440.4' to the place of beginning. Containing 22.798 acres of land, more or less.

Flightline Ground Lease Recognition Agreement

Exhibit D

Flightline Ground Lease Recognition Agreement

Error! Unknown document property name.
NAI-1540001218v3



**Revised
Online Code Solution
&
Supplementation Proposal**

July 10, 2024

Ross Heupel
Codification Consultant
513-720-7805
Rossh@amlegal.com
www.amlegal.com



July 10, 2024

Andrew Hagen
City Attorney
City of Big Spring
310 Nolan Street
Big Spring, TX 79720

Dear Andrew,

Thank you for allowing American Legal Publishing to present a proposal to host your municipal code online (Online Code Solution) and provide supplementation services.

American Legal Publishing is a full-service codification firm with 3,500 clients across the United States, including New York, Los Angeles, and Chicago. We have over 50 Texas clients, including Dallas, Fort Worth, and Tyler.

Our commitment to excellence in providing core editorial and publishing services has made us the leading codifier for prominent American cities. In addition, our systems and personnel permit us to implement customized programs meeting the highest standards for quality and service for each client.

The Online Code Solution includes a one-time setup fee of \$1,450.00 and an annual Hosting Fee of \$695.00. Most online codes are set up in under 90 days!

We look forward to updating your municipal code (supplements); the Fee is \$22 per page and includes an online code update.

Regards,

Ross Heupel

Ross Heupel
Codification Consultant
Phone: 513-720-7805
Email: Rossh@amlegal.com

American Legal Publishing • 525 Vine Street, Ste. 310 • Cincinnati, OH 45202
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We employ a dozen legal professionals, so you'll always have an experienced and qualified team working on your codes and answering your questions.

Dedication

Our mission is to provide exceptional quality, service and support. Codification is our sole business and driving interest. You won't find a more dedicated team of codification experts to help you anywhere. American Legal is a proud member of the International Code Council Family of Solutions.

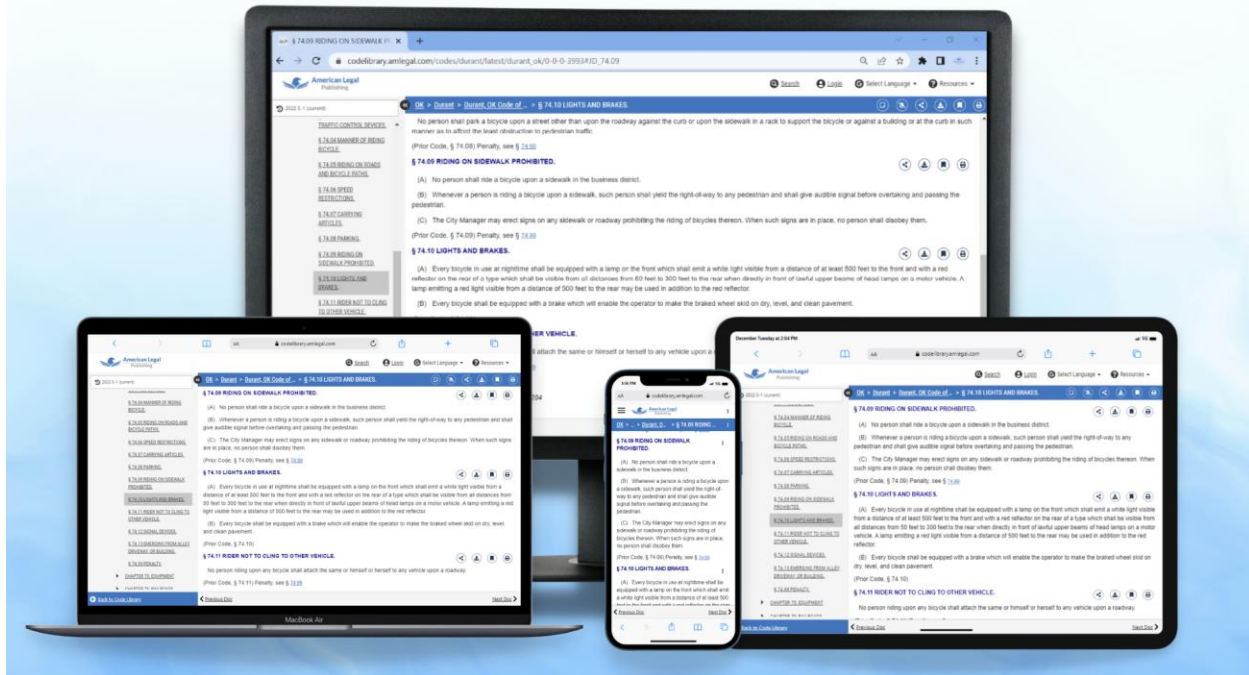
National Growth

American Legal currently serves more than 3,000 municipal and county clients nationwide.

Our clients include the cities of New York, Los Angeles, Chicago, Philadelphia, Dallas, Fort Worth, Boston, Tucson, Cleveland, Albuquerque, San Francisco, Honolulu, Boise, Salt Lake City, Colorado Springs, and many others.

National Team

We have codification consultants in Ohio, Kentucky, Texas, and California. All have vast experience working with local governments across the country. So put our experience to work for you.



American Legal Publishing hosts over 2,000 codes online for municipalities, counties, and other organizations.

We can place your code online so that citizens, law firms, contractors, and other interested parties can quickly and easily locate the information they need.

American Legal Publishing's technical team will convert the electronic version of the code documents into a fully indexed and searchable format. Our code contains an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses, and title analyses).

One-Time Setup Fee - \$1,450.00

Annual Hosting Fee - \$695.00

Our Texas Online Code Clients

[Alamo](#)

[Baird](#)

[Big Sandy](#)

[Burkburnett](#)

[Canton](#)

[Chico](#)

[Cleburne](#)

[Clifton](#)

[Dallas](#)

[Ferris](#)

[Fort Worth](#)

[Godley](#)

[Harker Heights](#)

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[Holiday Lakes](#)

[Lakeside](#)

[Lindsay](#)

[Longview](#)

[Mansfield](#)

[Martindale](#)

[Maud](#)

[Mount Pleasant](#)

[Palm Valley](#)

[Palmview](#)

[Parker](#)

[Pleasanton](#)

[Port Isabel](#)

[Santa Anna](#)

[Sour Lake](#)

[Sunset Valley](#)

[Sweeny](#)

[Texas City](#)

[Tool](#)

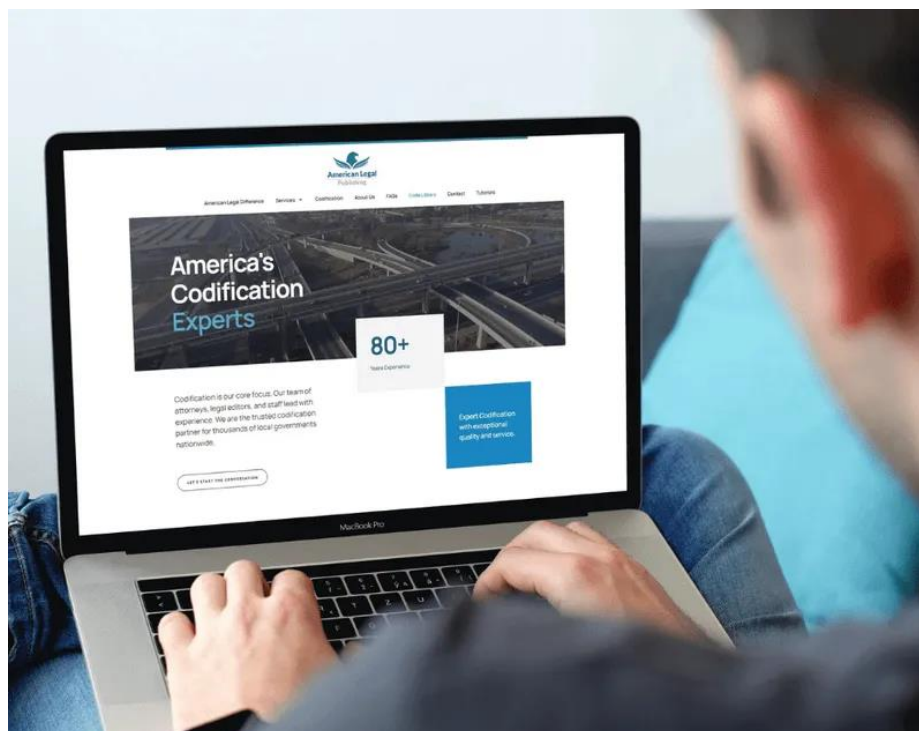
[Trinidad](#)

[Tyler](#)

[Wake Village](#)

[Whitesboro](#)

[Willis](#)

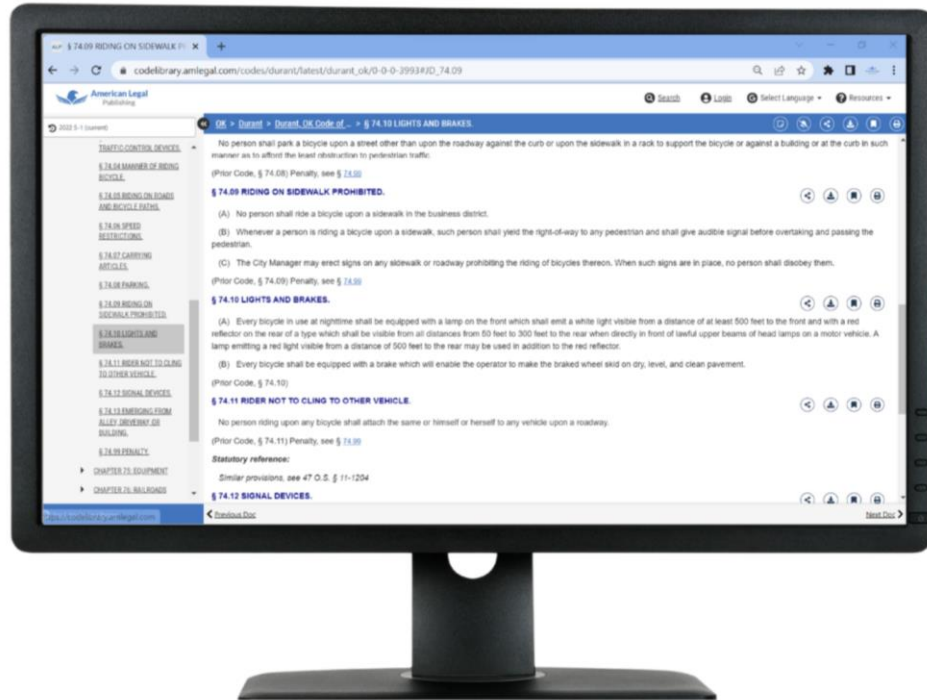


FREE Code Library Account

You can create a private account to store search information and any bookmarks under “My Account.”

Use our free My Account feature to customize your experience. You can save frequent searches, bookmark Material you need to access frequently or follow codes to receive notifications when updates are published.

Online Code Features



PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.
Multiple Search formats	1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs</i> <i>Fence finds fence, fences, fencing and fenced</i>
Synonym Searches	<i>Grass finds grass, turf, lawn</i> <i>Garbage finds garbage, litter, trash, rubbish</i>
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document

Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked
Color Graphics – Logo	Yes - if provided in color by the City
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code
Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables
Limit searches to specific sections	Use TOC feature to limit the search to chapters or sections (or expand search to other municipal codes)
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text
Search 2,000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number

OPTIONAL ONLINE CODE SERVICES:		Initial if choosing
New Ordinance List Service (Advance Legislation) <i>Ordinances not yet codified are listed with a link to the ordinances (ordinances are removed from the list once they are codified)</i>	\$125/yr + \$10/ordinance or \$300/yr for unlimited ordinances	
New Ordinance Notification <i>Notice posted at the beginning of the code section with a link to ordinances that will amend that code section (ordinances are removed from code once they are codified)</i>	\$10/ordinance linked (5 links included; \$2 per addit. link)	
Comprehensive Ordinance List <i>Ordinances linked to the list of all ordinances codified and remain even after the code is updated</i>	\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website; additional \$50/year hosting fee with annual increase of \$15	
Ordinances History Links within code section histories <i>Ordinances linked in section history following a code section as new ordinances are added to the code</i>	\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website	
Definition Links <i>A popup box with a definition appears when hovering over a term that is defined in the code</i>	\$75/hour	
Searchable desktop version <i>Searchable version of the code can be provided for desktop/ PC use offline.</i>	\$50	

Archive of prior code versions and Comparing different versions <i>Prior versions of the code hosted online for research purposes, including creating a compared document</i>	Annual code updates: \$50/yr; 2 - 4 code updates per year: \$100/yr; More than 4 code updates per year: \$250/yr	
Custom Website Banner <i>Government seal or logo posted at code site</i>	\$25 for seal/logo on front page; \$100-950 for banner	

Online Code Page Views

The screenshot displays two pages from the American Legal Publishing website. The top page is titled "TITLE A ADMINISTRATION" and contains the "Chapter One CITY CHARTER". The bottom page is titled "Chapter Ten STANDARD CONSTRUCTION SPECIFICATIONS". Both pages show the text of the code and navigation controls.

Page 1: TITLE A ADMINISTRATION

Chapter One CITY CHARTER

1.00 FORM OF GOVERNMENT.
The form of government of the City of Eldridge, Iowa is the Mayor-Council form of government.

2.00 POWERS AND DUTIES.
The Council and Mayor and other City officers have such powers and shall perform such duties as are authorized or required by State law and by this Code, resolutions, rules, and regulations of the City of Eldridge, Iowa.

2.01 The nomination process for the offices of mayor and city council shall follow the procedure set forth in Chapter 45.1 (8a) of the Code of Iowa. Elections for these offices shall be governed by the provisions of Chapter 376.6 (2) of the Code of Iowa.

3.00 NUMBER AND TERM OF COUNCIL.
The Council consists of five council members elected at large, elected for terms of four years.

3.01 CHANGE IN REPRESENTATION.
The form of council representation may be changed by petition and election as per the provisions of Section 372.13, subsection 11 of the Code of Iowa. The city council shall schedule a special election to occur within sixty days of receipt of a valid petition signed by ten percent (10%) of the eligible electors who voted in the last regular city election. The petition must conform to the provisions of Section 362.4 of the Code of Iowa.

3.02 EFFECTIVE DATE.
If a majority of the persons voting at the special election approves the changed plan, it becomes effective at the beginning of the term following the next regular city election. If a majority does not approve the changed plan, the council shall not submit another proposal to change a plan to the voters within the next two years.

3.03 There shall be established two voting precincts in the city. The voting precincts shall be described as follows.

Precinct 1
Beginning at the center line of the intersection of Buttermilk Road and W. LeClaire Road, then east along the center line of W. LeClaire Road to the centerline of the intersection of S. First Street and E. LeClaire Road, then south along the center line of S. First Street to the center line of the intersection of S. First Street and Lincoln Road, then east along the center line of E. Lincoln Road to the east city limit boundary line, then north along the east city limit boundary line to the north city limit boundary line, then west along the north city limit boundary line to a point 2,648.25 feet west of the center line of N. Buttermilk Road, then south 1,330.93 feet, then east 2,651.51 feet to the center line of N. Buttermilk Road, then south along the center line of N. Buttermilk Road to the point of beginning.

Precinct 2
Beginning at the center line of the intersection of Buttermilk Road and W. LeClaire Road, then south along the west city limit boundary line to the south city limit boundary line, then east along the south city limit boundary line to the east city limit boundary line, then north along the east city limit boundary line to the center line of E. Lincoln Road, then east along the center line of E. Lincoln Road to the center line of the intersection of E. Lincoln Road and S. First Street, then north along the center line of S. First Street to the center line of the intersection of First Street and LeClaire Road, then along the center line of LeClaire Road to the point of beginning and including the legal boundaries of Sheridan Township, but excluding that portion of the township which lies within the corporate limits of the city of Davenport.

3.04 EFFECTIVE DATE.
These precincts shall become effective January 15, 2012.

Page 2: Chapter Ten STANDARD CONSTRUCTION SPECIFICATIONS

1.00 TRENCH EXCAVATION AND BACKFILL.

1.01 GENERAL. Excavation and backfill shall include all excavation, backfilling, and compacting, disposal of surplus material, furnishing additional backfill material, restoration of all disturbed surface, and all other work incidental to the construction of trenches, including any additional excavation which may be required for manholes or other structures forming a part of the pipe line.

The contractor shall excavate all materials encountered to the depth indicated or specified. All excavated material suitable for backfill shall be deposited in an orderly manner, a sufficient distance (2' minimum) back from the edge of the excavation to avoid roll-backs, slides or cave-ins. Material not suitable for backfill shall be removed to a disposal area provided by the contractor.

All work shall be scheduled to keep streets, sidewalks, and utilities in usable condition and to avoid owner inconvenience insofar as practicable during construction. All obstructions (i.e. underground and above ground utilities, bollards, signs, mailboxes, etc.) removed to accommodate construction equipment or to facilitate excavations shall be restored at no additional cost to the owner. Care shall be exercised in operating equipment beneath or adjacent to trees, plantings and shrubbery to prevent damage.

Unless specifically set forth as a bid item, excavation, bedding and backfilling for trenches and appurtenances shall be incidental to the construction.

Reference to maximum density shall mean a soil density not less than the stated percent of optimum density for soil as determined by the latest revision of ASTM Specifications D-698 "Standard Proctor Density".

1.02 EXCAVATION CLASSIFICATION. Earth excavation shall include clay, silt, sand, gravel, hardpan, disintegrated shale and rock debris, junk, brick, loose stones and boulders and all materials not classified as rock or rubble as herein specified.

Rock excavation shall include solid deposits so firmly cemented together that their removal requires continuous use of pneumatic tools or blasting. The use of blasting methods shall be used only with written permission of the City of Eldridge.

Rubble excavation shall include buried concrete foundations, beams, walls, and other materials that require continuous use of pneumatic tools or blasting. The use of blasting methods shall be used only with written permission of the City of Eldridge.

Payment for trench excavation in rubble or rock as defined in this specification shall be made at the unit price per cubic yard for rock excavation, if set forth as a bid item.

1.03 EXCAVATION FOR STRUCTURES AND APPURTENANCES. Excavation for manholes and other appurtenances shall be as required to firm undisturbed soil. If the excavation is carried below the bottom of the foundation as shown on the plans, the Contractor shall replace the over-excavation with concrete or stabilizing material as directed by the Engineer.

When unstable material is encountered which will not provide suitable foundation, fill with concrete or stabilizing material specified hereinafter, as directed.

1.04 TRENCH EXCAVATION. The width of the trench shall be six (6) inches minimum on each side of the pipe bell for a distance at least two (2) feet above the top of the pipe. The sides of the trench shall be kept as nearly vertical as practicable within the limits of excavating codes.

Trench bottom shall be carefully excavated to the specified, and level trench bottom to provide uniform bearing and support for full length of pipe. Provide bell holes at each pipe joint. Allow access completely around circumference of pipe for proper joining operations. Trench bottom shall conform to best construction practice as recommended by pipe manufacturer.

Trench bottoms carried below required grade shall be backfilled to proper elevations with Iowa DOT gradation 3 gravel or crushed stone as specified for pipe bedding, compacted to 95% standard proctor density.

When unstable material is encountered which may not provide a suitable foundation for the pipe, the Engineer shall be notified immediately so that he may investigate the questionable material to determine its suitability for pipe foundation. If the material is considered unsuitable for foundations the Engineer will specify and authorize remedial measures in writing.

Search Filters

Multiple Search Formats

- Quick Search Box
- Advanced Search Filters, including Boolean Search
- Search by Document Relevance or Document Order

Filter options allow searches for exact phrases, synonyms, word stems, and more. Filters can also search the entire code or narrow your search to specific portions of the code using the checkboxes in the drop-down box. You can even refine searches to include multiple municipalities at once.

The Advanced Filters let you:

- easily search for exact phrases, word combinations, synonyms, and more.
- narrow your search to specific portions of the code by using the checkboxes that appear in the drop-down search menu

You can select to search ALL the codes in any state, even ALL the codes in the code library, at no extra cost! This can help you find similar provisions in other municipalities or find model provisions. To use this feature, type in your search terms and then use the Advanced Filters to choose how to apply your search.

The screenshot displays the American Legal Publishing search interface. At the top, there is a navigation bar with the logo and links for Search, Login, Select Language, and Resources. Below this is a blue header with the word "Search". The main content area is divided into two sections: "Keyword Search" and "Advanced Filters".

The "Keyword Search" section includes a search input field with a magnifying glass icon, a "Clear Search" button, a "Show Document Excerpts" checkbox (which is checked), a "Save Search" button, and an "Advanced Filters" button. Below the search input is a "Search" button.

The "Advanced Filters" section is titled "Advanced Filters" and includes a link to "Search syntax help". It contains several filter options:

- Select locations to search:** A dropdown menu showing "Location filters applied".
- Select code version to search:** A dropdown menu showing "2023 S-93 (current version)".
- Select ordering method:** A dropdown menu showing "Most Relevant".
- Select document types to include:** A dropdown menu showing "All".
- Show document excerpts in the results list:** A dropdown menu showing "Medium".
- Find alternate word forms (stemming):** A checked checkbox.
- Find synonyms (thesaurus):** An unchecked checkbox.
- Reset Advanced Filters:** A button.

The "Search for documents containing:" section includes several input fields for refining the search:

- Search heading only:** A text input field.
- All of these words:** A text input field.
- Required words:** A text input field.
- None of these words:** A text input field.
- Exclude words:** A text input field.
- One or more of these words:** A text input field.
- One or more of these words:** A text input field.
- This exact phrase:** A text input field.
- Exact phrase:** A text input field.
- These words near each other:** A text input field.
- Word proximity:** A text input field.

A "Search" button is located at the bottom right of the "Search for documents containing:" section.

Share Features



Share: Share lets you copy the URL and save it in your browser. Or share a link to your email.



Download: Download gives you the option to save information in a variety of formats: HTML, RTF, Text, Mobi, Epub, and PDF. Choose the Material you want to download from the drop-down box, select download, then indicate the format you desire.



Bookmark: You can set a bookmark or obtain a URL for a code. Click the icon and name your bookmark. You can add your bookmark to your user account for easy reference or copy the URL and save it in your browser.

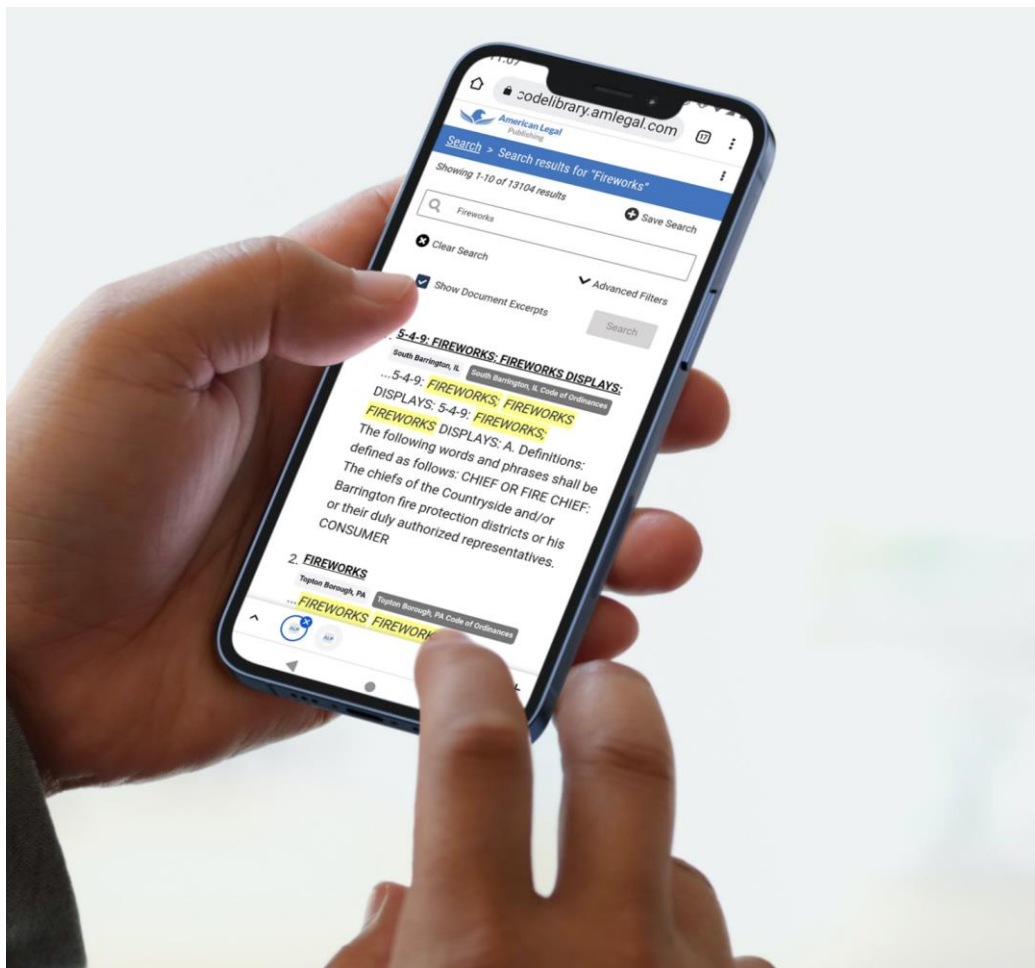


Printing: A drop-down box will let you select the sections you wish to print.

Mobile Phone Friendly

Citizens, law firms, local contractors, municipal staff, and other interested parties can locate the information they need quickly and easily on the mobile phone online code!

- Easy way to maintain up-to-date code information
- Links to maps and large tables for easy viewing
- Links of defined terms
- Links to outside sources
- Viewing of color illustrations and photos in codes
- Text flows uninterrupted; no page breaks or page numbers interrupt the text
- Free access to more than 1,900 municipal codes in the library



Supplementation

Providing your staff and the public with accurate and timely information is critical. In addition, updating your Code of Ordinances to reflect the most recent changes is essential when new legislation is passed.

American Legal Publishing can help by providing expert supplementation services, including:

- Incorporating new legislation into your existing code.
- Providing hard copy replacement pages to incorporate into your code.
- Updating your code online.

How often you supplement your code is entirely up to you. You have the flexibility to supplement on an as-needed basis or on a regular schedule—such as monthly, quarterly, semi-annually, or annually. In addition, many clients have us update the online code as new ordinances are adopted.

While most new clients choose to recodify their existing code before beginning to supplement, we can work with your current code using the existing style, organization, and numbering system. Whatever your supplementation needs, American Legal Publishing can deliver.

Supplementation Fee - \$22.00 per page

Single-column paper - up to 10 copies and Online Update.

Supplements completed within 60 days.

Online updates are applied within 30 days.



Big Spring, Texas

AGREEMENT FOR ONLINE CODE OF ORDINANCES

July 10, 2024

American Legal Publishing (ALP) proposes to provide the following services for the Code of Ordinances of Big Spring, Texas at the following prices:

EXERCISE OF OPTIONS: The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

Initial Conversion of Code into Search Program and Posting Online:

American Legal Publishing to convert printed code into a searchable digital format.

Set Up Fee \$1,450.00

Client to provide code in MS Word or WordPerfect. A Dropbox link can be provided to the client.

Hosting Fee \$695.00 annually.

(Code hosted on ALP's website; client links the Online code to its website)

PLEASE INITIAL _____

Supplementation Updating Services:

Editing new ordinances into printed code (including printing up to 10 copies) and updating online code.

Fee: \$22 per page.

PLEASE INITIAL _____

Time to Completion: Number of days until code is online - 90 days

Payment Terms: Payment is due upon completion of the project and receipt of the invoice.

Support Services: Phone Support - no charge

PLEASE INITIAL _____



Transmittal As Offer

The transmittal of this Agreement to Municipality is an offer by the Publisher to perform the stated services at the price and upon the terms and conditions referenced above. It shall be subject to acceptance by the Publisher's receipt of the agreement executed by the Municipality no later than December 1, 2024, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date(s) indicated:

CITY OF BIG SPRING, TEXAS

BY _____

TITLE _____

DATE _____

AMERICAN LEGAL PUBLISHING, LLC

BY _____

TITLE _____

DATE _____