

**EXHIBIT B**  
**Exclusive Negotiating Agreement (ENA)**

**STATE OF TEXAS**

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**COUNTY OF GUADALUPE**

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**EXCLUSIVE NEGOTIATION AGREEMENT**

GFNT, LLC ("Developer"), and the City of Seguin ("COS"), a Texas municipality, enter into this Exclusive Negotiation Agreement ("Agreement") to proceed with discussions for the development of a parcel of property known as the Nolte Project ("Project"), located at 101 E. Nolte St, Seguin, TX 78155 ("Property"). This Agreement identifies each Developer and COS as a "Party" and collectively as "Parties".

**RECITALS**

WHEREAS, COS seeks to identify a developer to both divest its interest in the Nolte Project and enable a transformational project for the betterment of the community; and

WHEREAS, COS issued a Request For Proposals (RFP) seeking to engage a developer for the re-development of the Nolte Project; and

WHEREAS, Developer responded to the RFP with a written proposal, completed an interview process, and has been identified as the selected respondent by COS for the development project; and

WHEREAS, COS now looks forward to working with Developer, in furtherance of COS's investment in community betterment, to enhance the quality of the community for the future of downtown Seguin; and

WHEREAS, the Parties desire to explore the methods and steps necessary to reach an agreement to develop the Property to include the property transfer, design, financing, construction, and operation of the re-development of the Nolte Project;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1. Purpose.** The purpose of this Agreement is to establish a period during which the Parties agree to exclusively negotiate with each other in good faith to determine acceptable business terms and conditions of a development agreement for the Project (the "Term Sheet").

**Section 2. Term.** This Agreement shall commence upon the Effective Date (as hereinafter defined) and shall terminate once the Parties have reached consensus on each Party's duties and responsibilities from a business perspective in developing the Project, or ninety (90) days, whichever occurs first. If substantial progress is being made, the term may be extended by mutual written consent of the Parties. The foregoing notwithstanding, either Party may terminate this Agreement at any time by providing ten (10) days written notice to the other Party.

If a Term Sheet is mutually accepted, the Parties agree and acknowledge that they will then have sixty (60) days from Termination of this Agreement (as hereinafter defined) to develop the Term Sheet into a binding Conveyance of Real Property and Development Agreement ("Development Agreement"). If substantial progress is being made, the term may be extended by mutual written consent of the Parties.

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**Section 3. Parameters for Negotiations.** To the extent applicable, negotiations between the Parties under this Agreement may include, but are not limited to, the following terms to be included in the Term Sheet:

- A. Short- and long-term project decision making;
- B. Structure and economics of the transaction;
- C. Development schedule for the Project including milestones;
- D. Programmatic concept for the Project;
- E. Property and building plans for the Project (depicting building locations, elevations, building square footages, and tenant mix, parking, access points, landscaped areas, vehicular circulation, and both public and transit patron pedestrian circulation);
- F. Marketing/branding plan for the Project;
- G. Tenant mix for the Project;
- H. Pro-forma financial forecasts for the Project (addressing detailed development and operational costs, anticipated rents, estimated profit, and appropriate return measurements);
- I. Financing plan for the Project (addressing the proposed methods of construction and permanent financing, and amounts and sources of equity and debt capital);
- J. Future distribution of cash flow;
- K. Potential payments to COS, if in the form of lease payments for the land and/or air rights;
- L. City and/or other incentives;
- M. Any other financial terms of the Project;
- N. Termination Rights; and
- O. Any other terms required for the conveyance of real property and the development and operation of the Project.

**Section 4. Cooperation.** The Parties agree to cooperate with each other in promptly supplying information and analyses relating to the Project.

**Section 5. Effect of this Agreement; Termination.**

**5.1 Nature of Agreement.** This Agreement is not intended to constitute a binding agreement by the Parties to acquire all or any portion of the Property or to construct the Project, nor is it intended to constitute a binding agreement to enter into a Development Agreement or any other contract. Notwithstanding any other provision hereof, no Party shall be under any obligation to approve or execute any agreement during or upon conclusion of this Agreement. Any Party may refuse to approve and execute any Agreement at its sole and absolute discretion, with or without cause. Notwithstanding this section 5.1 or any other provision hereof, the following sections 5.2 and 5.3 constitute the only legally binding provisions to this Agreement.

**5.2 Exclusive Nature of Negotiations.** The Parties intend that negotiations conducted pursuant to this Agreement will be negotiated exclusively between the Parties. Accordingly, each Party agrees that during the term of this Agreement, each shall negotiate exclusively with the other Party with respect to the development of the Project on the Property, except as otherwise mutually agreed to in writing.

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**5.3 Confidentiality.** The terms of this Agreement, the Parties' discussions, and exchanged written materials relating to this Agreement ("Confidential Information") are confidential, subject to the Texas Open Meetings Act and the Public Information Act (the "Acts"). The Confidential Information shall include, without limitation, (a) the terms of this Agreement, (b) the proposed business terms, (c) the anticipated development costs of the Project, and (d) the Term Sheet. Except as required by the Acts, neither the contents of this Agreement nor any other Confidential Information may be shown or disclosed by either Party to any other person or entity, except to those employees, attorneys, accountants, or other advisors who have a need to know as a result of being involved in the proposed transaction.

The term "Confidential Information" does not include information which (i) is already in possession of third parties, provided that such information is not known to be subject to another confidentiality agreement with, or other obligation of secrecy to, the parties hereto, (ii) becomes generally available to the public other than as a result of a disclosure by the parties hereto, or (iii) becomes available to third parties on a non-confidential basis from a source other than the Parties hereto, provided that such source is not known to be bound by a confidentiality agreement with, or other obligation of, secrecy to one of the Parties hereto.

The Parties agree that the Confidential Information has been and will be used solely for the purpose of evaluating the possibility of effectuating the transactions described herein, and that such information will be kept confidential; provided, however, that (i) any of such information may be disclosed to potential third party investors, tenants, lenders, and others who need to know such information for the purpose of evaluating entering into agreements to assist in effecting the transactions described herein and who execute similar confidentiality agreements agreeing to keep the Confidential Information confidential, and (ii) a disclosure of such information to which all parties consent in writing may be made. If any of the parties are requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, each Party agrees that it will cooperate with the others and provide each with prompt notice of such request(s) so that any of the Parties may seek an appropriate protective order and/or waiver of requirements of compliance with the provisions of this "Confidentiality" section. If, in the absence of a protective order or the receipt of a waiver hereunder any of the Parties are nonetheless, in the opinion of counsel, legally required to disclose Confidential Information under the Acts or to any tribunal or else stand liable for contempt or suffer other censure or penalty, they may disclose such information without liability hereunder provided that they comply with the notice provisions hereof.

**5.4 Termination of this Agreement.** Each Party reserves the right to terminate this Agreement, with or without cause, by providing ten (10) days prior written notice to the other Parties, thereby withdrawing from such negotiations without any liability to the other Party. The Parties, by their respective execution hereof, knowingly agree, notwithstanding anything herein to the contrary, that neither of them shall have any right to specific performance of this Agreement or any other equitable or legal remedies under law.

**Section 7. Notices.** Any notices, requests, or approvals given under this Agreement from one Party to another may be personally delivered, transmitted by facsimile transmission or email, or deposited with the United States Postal Service for mailing, postage prepaid, to the address of the other Party as stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or facsimile transmission or, if mailed, on the third day following the date of deposit with the United States Postal Service. Notices shall be sent as follows:

If to COS:

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City of Seguin
City Manager
205 N River St
Seguin, TX 78155
sparker@seguintexas.gov

If to Developer:

Attn: Matt Holley
6125 Luther Ln. #574
Dallas, Texas 75225
matt@gfdev.net

**Section 8. Governing Law.** This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Guadalupe County, Texas.

**Section 9. Attorneys' Fees.** If any legal action is brought to enforce, construe, interpret, or invalidate the terms of this Agreement, a prevailing Party shall be entitled to all costs and expenses incurred in any such action, including court costs and reasonable attorneys' fees, in addition to any other relief to which such Party may be entitled.

**Section 10. Interpretation.** This Agreement shall be interpreted as a whole in accordance with its fair meaning and as if each Party participated equally in its drafting. Captions are for reference only and are not to be used in construing meaning. The recitals are deemed incorporated into this Agreement.

**Section 11. Amendment of Agreement.** No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made except by a written agreement executed by each of the Parties.

**Section 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties concerning this subject. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions, and previous agreements between the Parties concerning all or any part of the subject matter of this Agreement.

Executed in multiple originals, this 16<sup>th</sup> day of July, 2025 [EFFECTIVE DATE].

**DEVELOPER**

Matt Holley

**CITY OF SEGUIN**

[Signature]