

**SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
LUMBERTON MUNICIPAL UTILITY DISTRICT**

The special meeting of the Board of Directors of the Lumberton Municipal Utility District was held on Monday, June 3, 2019, at 7:00 a.m. at the offices of the District pursuant to notice duly posted in accordance with the law. The following members of the Board were present:

David Desormeaux

Roger Smith

David Pitchford

Nick Carter

Jimmy Burk

Also present were Roger Fussell, Carla Belt and Robb Starr as employees of the District and Guy N. Goodson of Germer PLLC as legal counsel for the District.

Agenda Item No. 1: Prayer and Pledge. A quorum being present, the meeting was called to order at 7:33 a.m. by President Carter who also led the prayer and pledge. President Carter noted that the only action item on the agenda was the consideration and possible action as to the Facilities and Creation Costs Reimbursement Agreement (Creation, Water, Sewer, Drainage-Defined Area) as to an approximate 3,200 acres in the District proposed for development by Brampton-Essential, LP.

Agenda Item No. 2: Facilities and Creation Costs Reimbursement Agreement with Brampton-Essential, LP as to an approximate 3,200 acres within the District. The Board recognized its legal counsel who advised that the issues that had been requested to be addressed in the Facilities and Creation Costs Reimbursement Agreement (the "Agreement") following the regular meeting on May 20, 2019 had been added or revised in the Agreement. Legal counsel then reviewed the changes in the Agreement from the prior draft provided by Brampton-Essential, LP. Questions followed on the amendments to the Agreement. In the discussion, it was noted that certain obligations as to roads and drainage improvements would not fall to the responsibility of the District but would be assumed by Hardin County, the City of

Lumberton or the Homeowner's or Property Owner's Associations within areas within various tracts in the defined area. Legal counsel was questioned as to whether Brampton-Essential, LP had contacted representatives of either the City or the County on these elements of the Agreement. Legal counsel noted that he was not aware of any discussions between Brampton Essential, LP and either the City or the County. Mr. Fussell noted that if the Board considered the Agreement for approval, he would directly contact both the City Manager and the County Judge and advise of the Agreement and its terms for certain of the facilities that would be constructed and how maintenance of those facilities would occur.

President Carter noted that there was still incomplete information about the parties in the development, and legal counsel apologized that in an e-mail over the prior weekend, there was information stated concerning certain of the limited partners in the Brampton-Essential, LP. The information was reviewed, and legal counsel again noted from the previous meeting of the Board that Brampton Essential, LP had not undertaken a project of this magnitude, but partners in the limited partnership had been involved in other development projects.

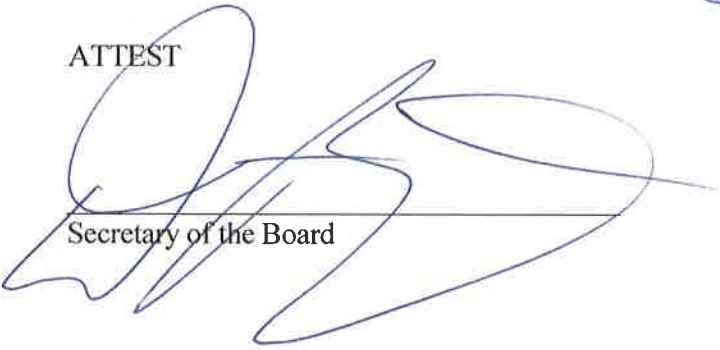
The Board returned to the consideration of the Agreement, and after discussion and upon motion duly made by Director Burk and seconded by Director Smith, provided approval of execution by the District. It was further agreed by the Board that in addition to the notification to both the City and the County of the District's approval of the Agreement, a press release be provided as soon as possible so that persons within the Lumberton community would be aware of the approval of the Agreement and the steps ahead for the developer to request that the District authorize an election on November 4, 2019 for the purpose of authorizing the issuance of bonds to support the proposed capital improvements.

Legal counsel noted that at the regular meeting of the Board in June, Brampton Essential, LP would present its development plan including its projected cost for water, sewer, drainage and road improvements and the amount of bonds that were anticipated for construction of the full development of the defined area. Legal counsel again noted that the Agreement was clear as with drainage, the District was not assuming any responsibility for or undertaking any road powers, and the District would not be


responsible for any future operation or maintenance of roads within the District. Legal counsel noted that he and his Associate, Kate Leverett, would provide the agenda items necessary for the June agenda on the development plan for the defined area, the timetable for the public hearings and the calling of the election as noted for November 4, 2019.

Agenda Item No. 3: Adjournment. There being no further business, the meeting was adjourned at 8:29 a.m.

ATTEST



Secretary of the Board



President of the Board