David J. Tuckfield 12400 W. Highway 71, Suite 350-150 Austin, Texas 78738 Of Counsel (512) 576-2481 Fax: (512) 366-9949

May 16, 2019

## Via certified mail, RRR

James Monks Mayor, City of Teague 104 South 4th Avenue Teague, Texas 75860 (7017 2620 0000 2862 2544) Mr. Andrew Messer, Esq. 6371 Preston Road, Suite 200 Frisco, Texas 75034 (7017 2620 0000 2862 2520)

City Attorney
City of Teague
104 South 4th Avenue
Teague, Texas 75860
(7017 2620 0000 2862 2537)

Re:

Notice of Termination

Interlocal Agreement entered into by and between the City of Fairfield, Texas and

the City of Teague, Texas (1992)

## Dear Sirs:

As you are aware, Section 4.01 of the above referenced Interlocal Agreement provides that it "shall continue in full force and effect . . . until debt issued by either of the Cities in connection with the Project is no longer outstanding." On May 14, 2019, the debt issued by the City of Fairfield in connection with the Project was fully paid and is no longer outstanding (see Defeasance Agreement attached as Exhibit A). Because the Interlocal Agreement terminates when "either" Teague's or Fairfield's debt is no longer outstanding, and because Fairfield's debt is no longer outstanding, the purpose of this letter is to notify you that the Interlocal Agreement entered into by and between the City of Fairfield, Texas and the City of Teague, Texas (1992) is no longer in effect.

Because the Interlocal Agreement is no longer in effect, there is no need for any additional Management Board meetings.

Although now irrelevant to the question of whether the Interlocal Agreement is terminated, we have previously requested, and by this letter we again request, records regarding Teague's debt issued for the Project. Our records show that, based on payments made by Fairfield to Teague

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over the years, Teague's debt should have been paid long ago. In fact, based on my understanding that monthly payments of \$10,234.08 have been made since 1993, then Fairfield has made payments to Teague of over \$3,000,000.00 for the initial \$1,500,000.00 bond issuance. Although Teague has provided some information regarding a 2005 bond issuance, we have yet to receive the original bond payment schedule from Teague or records showing whether the all the money Fairfield has paid to Teague pursuant to the Interlocal Agreement since 1993 was, in fact, paid toward that debt. Please provide us with (1) the bond payment schedule associated with the initial bond (not the 2005 refinancing); (2) documents showing the interest rate associated with initial bond issuance; (3) documents showing whether the 2005 bond refinancing combined bonds or simply refinanced the initial bonds; and (4) evidence that all the money Fairfield has paid Teague over the life of the Interlocal Agreement has, in fact, gone towards the debt issued by Teague in connection with the Project.

Please don't hesitate to contact me if you have any questions.

Sincerely,

THE AL LAW GROUP, PLLC

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ATTORNEYS FOR THE CITY OF FAIRFIELD