

## AGREEMENT

THE STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS         §

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Jonah's Movers, LLC** (the "Company"), 11714 Boudreaux Rd., Suite 216, Tomball, TX 77375.

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company proposes to develop a 3.287-acre tract of land within the City, located at 0 Theis Lane, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend over Two Million Two Hundred Thousand Dollars (\$2,200,000) to construct an 11,200 square foot storage facility and a 12,600 square foot office/warehouse building (the "Improvements") on the site, more particularly described in Exhibit "B," attached hereto and made a part hereof; and

such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
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If to Company:	Jonah's Movers, LLC 11714 Boudreaux Rd Tomball, TX 77375 Attn: Jonathan Hoffmaister President, Jonah's Movers, LLC
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9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such

words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this 7<sup>m</sup> day of September 2021 (the "Effective Date").

**Jonah's Movers, LLC**

By: [Signature]  
Name: Jonathan Hoffmaister  
Title: President, Jonah's Movers, LLC

ATTEST:

By: [Signature]  
Name: Tiffani Wooten  
Title: Assistant Director

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: [Signature]  
Name: Gretchen Fugate  
Title: President, Board of Directors

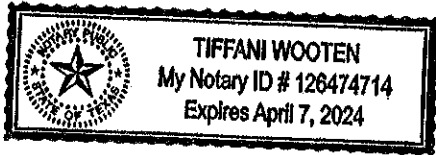
ATTEST:

By: [Signature]  
Name: Bill Sumner  
Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
                                     §  
COUNTY OF HARRIS    §

12 This instrument was acknowledged before me on the 11 day of January 2021, by Jonathan Hoffmaister, President, Jonah's Movers, LLC for and on behalf of said company.



Tiffani Wooten  
Notary Public in and for the State of Texas

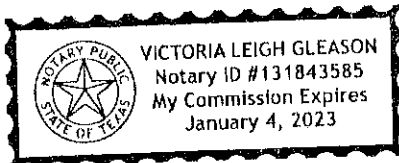
My Commission Expires: April 7, 2024

(SEAL)

#### ACKNOWLEDGMENT

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 13<sup>th</sup> day of July 2021, by Grethun Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.



V. Gleason  
Notary Public in and for the State of Texas

My Commission Expires: 01/04/2023

(SEAL)

TRACT 1-2.120 ACRES, TRACT 2- 1.167 ACRES  
SITUATED IN THE CLAUDE N. PILLOT SURVEY, A-632, HARRIS COUNTY, TEXAS



### Description of Improvements

THEIS LANE

20' FIRE LANE

30' SETBACK

WAREHOUSE 1  
60' x 110'

OFFICE  
80' x 100'

WAREHOUSE 2  
70' x 100'

TRACT 2

20' SETBACK

20' FIRE LANE

**REID Architects**  
marshall@freid.com | 713.621.2828

## Exhibit C

### Description of Infrastructure Improvements

Jonah's Movers, LLC	
0 Theis Lane	
Tomball, TX 77375	
Improvement	Cost
Electric	\$ 6,000
Sanitary Sewer	\$ 8,500
Storm Drainage	\$ 25,000
Water	\$ 2,000
Site Preparation	\$ 138,000
<b>Total</b>	<b>\$ 179,500</b>