STATE OF TEXAS COUNTY OF WALLER

AMENDMENT TO TAX CODE CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, URBAN TWINWOOD, L.P., Q-TRADE INTERNATIONAL CORP, AND TWINWOOD GRAVITY OPERATING, LLC.

This Amendment is entered into between Urban Twinwood, LP ("Urban"), and Twinwood Gravity Operating, LLC ("TGO"), Waller County, Texas ("County") and Q-Trade International Corp. ("Q-Trade") (referred to individually as "Party" and collectively as "Parties"). This Amendment is made and entered on February 18, 2025.

WHEREAS, County, Urban, and Q-Trade entered into a Tax Abatement Agreement on November 29, 2023 ("Agreement"), which is identified as Contract ID# 231129-15 and is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, at the time of the execution of the Agreement, Urban owned certain property subject to the Agreement that was identified in Section 1 of the Agreement as Waller County Appraisal District ("WCAD") property ID number 268426, located between Twinwood Pkwy and Discovery Hills Pkwy, Brookshire, TX 77423, and was further described on Exhibit A to the Agreement; and

WHEREAS, subsequent to the Agreement's execution, Urban subdivided the parcel that was assigned WCAD property ID number 268426, the subdivision of which is identified on Exhibit 2 attached to this Amendment, and incorporated herein; and

WHEREAS, after the subdivision, the parcel on which the property subject to the Agreement was located was assigned WCAD property ID number 270530, is identified by situs address 2434 Discovery Hills Pkwy, Brookshire, Texas 77423, and is further described as Reserve 15B on Exhibit 2; and

WHEREAS, after the subdivision, Urban sold the property subject to the Agreement to TGO, a Delaware limited liability corporation; and

WHEREAS, Urban desires to assign its interests, duties and obligations under the Agreement to TGO; and

WHEREAS, TGO desires to assume and accept all of Urban's interests, duties, and obligations under the Agreement; and

WHEREAS, County and Q-Trade consent to Urban's assignment of its interests, duties, and obligations under the Agreement, and TGO's assumption thereof, and

WHEREAS, the Parties desire to amend the Agreement to correctly reflect the WCAD property ID number, to include the property's situs address, and to attach Exhibit 2;

NOW, THEREFORE the parties agree as follows:

1. The WCAD property ID number described in Section 1 of the Agreement, which is attached hereto and incorporated herein, is amended from 268426 to 270530, the property is identified by situs address 2434 Discovery Hills Pkwy, Brookshire,

Texas 77423, and is further described as Reserve 15B in Exhibit 2.

- 2. Urban does hereby assign and transfer to TGO all of its interests, duties, and obligations under the Agreement.
- 3. TGO does hereby assume and accept all of Urban's interests, duties, and obligations under the Agreement.
- 4. The County consents to the assignment of Urban's interests, duties, and obligations under the Agreement to TGO, and TGO's assumption thereof.
- 5. Q-Trade consents to the assignment of Urban's interests, duties, and obligations under the Agreement to TGO, and TGO's assumption thereof.
- 6. TGO's address for any notices to be delivered pursuant to the Agreement is as follows:

Twinwood Gravity Operating, LLC 2434 Discovery Hills Parkway Brookshire, Texas 77423

- 7. No other amendments or modifications to the Agreement are hereby made.
- 8. This Amendment is effective as of the date of the last signature on this Amendment.
- 9. Signatories to this Assignment represent and warrant that they have the authority to bind the respective parties.

WALLER COUNTY, TEXAS

Carbett "Trey" J. DUHON III
County Judge
Date
Date
Attest
Debbie Hollan County Clerk
Date
URBAN TWINWOOD, L.P.
Urban Twinwood L.P., a Texas Limited Partnership
By: Urban Twinwood GP, LLC, as General Partner
Don Weaver, Manager
2/3/2025
Date

Name and Title Manjiv Sagaltumar, CEC

TWINWOOD GRAVITY OPERATING, LLC

Twinwood Gravity Operating, LLC,
a Delaware Limited Liability Company

Manjiv Jayakumar, President

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, URBAN TWINWOOD, L.P., AND O-TRADE INTERNATIONAL CORP

This Agreement is entered into by and between the County of Waller, Texas ("COUNTY"), duly acting herein by and through the County Judge, Urban Twinwood, L.P. ("OWNER") which is the owner of the taxable real property located within Waller County, Texas, in Waller County Twinwood Business Park Reinvestment Zone 12, located south of Interstate 10 and west of Woods Road, a Reinvestment Zone (reauthorized May 10, 2023), ("REINVESTMENT ZONE"), and Q-Trade International Corp. ("TENANT") lessee and owner of the taxable personal property located between Twinwood Parkway and fronting Discovery Hills Parkway, on this the 29th day of November, 2023.

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order reauthorizing a Reinvestment Zone for commercial/industrial tax abatement ("ORDER"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted Tax Abatement Policy Guidelines & Criteria ("POLICY") governing Tax Abatement Agreements and Reinvestment Zones; and

WHEREAS, the POLICY constitutes appropriate guidelines and criteria governing Tax Abatement Agreements to be entered into by the County; and

WHEREAS, the County has adopted a resolution stating that it elects to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the POLICY previously adopted by County, and for the long-term benefit of the County;

NOW THEREFORE, the parties do hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

- 1. The property that is the subject of this Agreement shall be referred to as the "Premises", and the Premises are described in Exhibit "A," identified as WCAD property ID number 268426 and located between Twinwood Pkwy and Discovery Hills Pkwy, Brookshire, TX 77423, which is attached hereto and incorporated herein.
- 2. OWNER shall make or cause to be made real and personal property improvements (the "Improvements") at the Premises, and the Improvements shall be of the kind, number, and location specifically described in Exhibit "B," which is attached hereto and incorporated herein. In addition, OWNER shall install or maintain at the Premises a taxable value of the Improvement types described on Exhibit "B" hereto for purposes of allowing OWNER to operate the Premises as required in Section 3.
 - a. OWNER shall ensure the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.
 - b. OWNER shall have additional reasonable time to complete the Improvements in the event of "force majeure," if OWNER is diligently and faithfully pursuing completion of the Improvements. "Force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

- 3. OWNER or TENANT shall, by YEAR 1 of the Abatement Period referenced in Section 9(a), and until the expiration of this Agreement, continuously operate and maintain the Premises as a manufacturing and distribution facility. If OWNER or TENANT operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.
- 4. OWNER and TENANT shall file the Forms 50-116, 50-141, 50-142, and any other required documentation, to verify personal property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the term of this Agreement for so long as the law requires annual application. Failure to do so will result in the termination of this Agreement.
- 5. OWNER and TENANT shall, in writing in a form reasonably acceptable to the County and, until the expiration or termination of this Agreement, annually certify compliance with this Agreement, including the Employee requirements set forth herein.
- 6. EMPLOYEES: For the duration of this Agreement, TENANT shall employ an agreed number of persons as set forth below.
 - a. By the end of YEAR one, TENANT will employee at least 30 new Employees in and will continue to maintain those 30 Employees during the term of this Agreement. The parties agree and understand that the number of Employees within a certain job class may increase or decrease and that TENANT follow the Employee requirements so long as TENANT meets the minimum number of new Employees are employed during the term of this Agreement, as described herein, regardless of the number of new Employees in each position. For purposes of calculating the number of new Employees under this Section 6(a), the County shall use the number

- Employees employed by TENANT as of December 31, of each year of the Abatement Period.
- b. An Employee is a person who (i) is an employee or contract employee of TENANT and paid directly, or in the case of a contract employee, paid directly or indirectly, by TENANT, and (ii) regularly works at least 40 hours a week at or based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.
- c. To the greatest extent possible, and where there are qualified applicants living in Waller County, TENANT shall make a good faith effort to employ all such persons living in Waller County, Texas. If TENANT finds a resident of Waller County can be hired, but only after additional training, TENANT will contact the County to assist in obtaining applicable training grants, if available, to ensure that citizens of Waller County are given every opportunity for employment.
- d. TENANT, upon request by the County, shall validate compliance with the terms of this Section 6 by allowing the County to review TENANT records and documents on location at the Premises that are directly related to TENANT obligations with regards to the Employees for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 5; provided, however, such review must be done during normal business hours no more than once per calendar year, the County shall not be permitted to photocopy any documentation. TENANT may withhold any information it reasonably deems to be sensitive (subject to the requirements of any applicable statute), the County agrees it will make best efforts not to interrupt the TENANT business with such reviews,

Contract ID # 231129-15

and TENANT shall not be required to disclose the names or other sensitive

personally identifiable information (such as social security numbers, home

addresses or telephone numbers) of specific Employees.

7. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement

Period and continuing each year thereafter, the Premises and any and all Improvements

shall be appraised at market value effective January 1 of each tax year, including the value

of any partially completed Improvements.

8. INVENTORY: Beginning with the YEAR 1 of the Abatement Period, and continuing

during the term of the Agreement, TENANT shall maintain a minimum of \$4,000,000

rendered taxable inventory value at the Premises. OWNER agrees to render the Personal

Property for tax valuation purposes with the Chief Appraiser for the Waller County

Appraisal District annually and within the deadline for filing renditions. TENANT shall

give the Waller County Appraisal District any necessary permission required for the Waller

County Appraisal District to provide copies of TENANT's tax documents to the County

for the purpose of verifying rendered inventory values.

9. Subject to the terms and conditions of this Agreement, and subject to the rights of the

holders of any outstanding bonds of the County, a portion of the ad valorem property taxes

only for real and personal property Improvements for the Premises, which would otherwise

be owed to the County shall be abated for a period of years, commencing January 1, 2025

and terminating December 31, 2029 ("Abatement Period").

a. Said Abatement Period shall be only for qualifying real property Improvements.

referenced in Exhibit "B", in an amount equal to the percentages listed below:

YEAR 1 (2025) - 100%

YEAR 2 (2026) - 100%

YEAR 3 (2027) - 100%

YEAR 4 (2028) - 75%

YEAR 5 (2029) - 50%

b. The abatement percentages in Section 9(a) shall be applied only to the taxes

assessed for each year during the Abatement Period on the value of the real and

personal property Improvements only of the types and values shown on Exhibit

"B."

c. OWNER and TENANT agree to allow County access to related records

documenting value of all personal property noted in Exhibit "B".

d. OWNER and TENANT shall have the right to protest any appraisals of the

Premises, Improvements, or any portion thereof, during the term of this Agreement.

Nothing in this Agreement shall affect OWNER's right to protest and/or contest

any taxes assessed on the Premises and any and all Improvements, and the

abatement percentages shall be applied to the amount of taxes finally determined

to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property Improvements is reduced,

regardless of the initial appraised value, as the result of OWNER's protest, the

percentage of abatement granted herein will be adjusted downward by the same

percentage, then rounded to the nearest whole number. For example, if the protest

of the certified appraised value is reduced by 6.6% then the percentage of the tax

abatement granted in any given year under this Agreement on the Improvements

would be decreased by the same percentage, rounded to the nearest whole number,

thereby reducing the abatement by 7%.

DEFAULT:

- 10. OWNER or TENANT shall be in default if any of the following occurs:
 - a. Improvements are not installed in accordance with this Agreement as described in Exhibit "B", except where force majeure is provided under Section 2(b);
 - b. Improvements were not made as listed in Exhibit B, and (or) OWNER does present documentation verifying compliance as required in Section 9(c), the OWNER shall not be entitled to the abatement of property taxes until the OWNER brings the Improvements into compliance with the values listed in Exhibit "B".
 - c. TENANT fails to employ the number of persons in accordance with this Agreement for any consecutive 90-day period, which would reduce the abatement by the same percentage as noted in Section 12;
 - d. OWNER fails to timely file annual renditions for the Premises and any and all Improvements or OWNER fails to file an annual application with the appraisal district for so long as the law requires such an application;
 - e. OWNER or TENANT allows their ad valorem taxes owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;
 - f. OWNER operates the Premises in violation of public health and safety laws, or allows the Premises or any part thereof to become a public nuisance, as provided under the appropriate ordinances of Waller County, or the State of Texas;
 - g. For duration of the Abatement Period, if TENANT fails to maintain a minimum \$4,000,000 rendered taxable value of inventory at the Premises as a result of the

Improvements listed in Exhibit B, then TENANT shall not be entitled to the abatement of property taxes for the year in which the default occurs.

- 11. In the event OWNER or TENANT defaults as described in Section 10, the County shall give written notice of such default. If OWNER or TENANT have not cured such default under Section 10 within sixty (60) days of said written notice or, if the nature of such default is such that sixty (60) days is not sufficient to affect such cure, does not commence such cure within such sixty (60) days and diligently pursue it to completion, the County may take the actions permitted in Section 13.
- 12. In the event that TENANT fails to maintain the required minimum number of Employees at the Premises for any consecutive 90-day period, the tax abatement granted by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of Employees that is maintained in the 90-day period. For example, if the actual average number of Employees is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number reducing the abatement by 7%. Should TENANT not maintain the required number of employees, and OWNER reduces the taxable value of real property as a result of tax protest, then the greater of the two shall be applied to the reduction of the tax abatement.
- 13. In the event of default under Section 10(a) and Section 10(c-e), the County may (after notice and opportunity to cure as provided for herein) terminate this Agreement, and the

County, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which OWNER or TENANT were in default under Section 10(a) and Section 10 (c-e) and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 11.

- a. In addition to any taxes due as a result of default hereunder, interest on any amounts subject to recapture or not current as of the time of default may be charged at the statutory rate of delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.
- b. Notwithstanding subsection (a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

MISCELLANEOUS:

- 14. The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.
- 15. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties. However, this Agreement cannot be assigned without the County's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, OWNER may assign this Agreement without written consent from the County if such assignment is to any entity that, directly or indirectly, is controlled by, or is in common control with OWNER; provided that OWNER shall provide notice of any such assignment to the County at least thirty (30) days prior to the effective date of such assignment. This

- Agreement does not inure to the benefit of any third-party, except permitted successors or assigns.
- It is understood and agreed between the parties that OWNER and TENANT are acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for OWNER or TENANT's performance of this Agreement. OWNER and TENANT agree to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to OWNER and TENANT's performance of this Agreement or OWNER or TENANT's Premises or Improvements.
- 17. OWNER and TENANT agree that the County and its agents or employees shall have the reasonable right of access to the Premises to inspect the Improvements to ensure that the Improvements have been made and are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right to ensure that the Premises are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. The County agrees (i) to give OWNER and TENANT notice of its intent to inspect the Premises a reasonable amount of time prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) OWNER and TENANT shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. The County's inspections, if any, shall not constitute an acknowledgment or certification to OWNER, TENANT, or

- any third party, that OWNER or TENANT followed federal, state, or local laws or regulations.
- 18. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as possible reflect the original terms of this Agreement. Any disputes regarding this agreement shall be litigated or mediated in Waller County, Texas.
- 19. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on November 29, 2023, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.
- 20. All amendments and additions to this Agreement and its Exhibits must be approved by OWNER, TENANT, and the Waller County Commissioners Court.
- 21. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 22. Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.
- 23. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.

- 24. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto has relied upon any fact or representation not expressly set forth herein. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.
- 25. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.
- 26. OWNER and TENANT shall endeavor to mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify OWNER and TENANT of the request.
- 27. OWNER and TENANT, as parties to this Agreement, shall be deemed proper and necessary parties in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and OWNER and TENANT shall be entitled to intervene in said litigation.
- 28. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge 425 FM 1488 Suite 106 Hempstead, Texas 77445

For Urban Twinwood, L.P.:

Attn: Mark J. Overton 2110 Grandway Drive Katy, TX 77449

For Q-Trade International Corp:

Attn: Manjiv Jayakumar 16205 Distribution Way Cerritos, CA 90703

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

This Agreement is being executed on November 29, 2023

WALLER COUNTY

Carbett "Trey" Duhon III

Waller County Judge

November 29, 2023

Date

ATTEST:

Debbie Hollan

Waller County Clerk

November 29, 2023

Date

URBAN TWINWOOD, L.P.

By: Mark J. Overton

Title: Vice-President and General Counsel

Date

12/4/2023

Q-TRADE INTERNATIONAL CORP

By: Manjiv Jayakumar-

Title: Chief Executive

Date

EXHIBIT A - SITE PLAN Q-TRADE INTERNATIONAL CORP

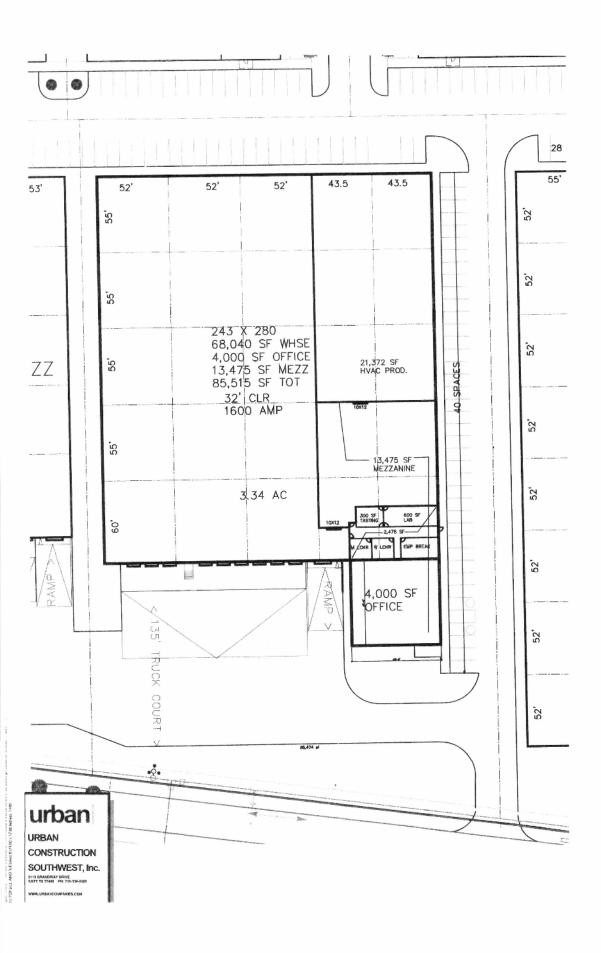


EXHIBIT B – REAL AND PERSONAL PROPERTY Q-TRADE INTERNATIONAL CORP

EXHIBIT B Parts 1 & 2 - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT

Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Part 1: Real Property Improvements (does not include land):

"Real Property" real property improvements, as designated by the Waller County Appraisal District, are any buildings, including any buildings that are built on skids or portable buildings, parking areas, and any fences attached to the land. Do not include cost of detention, engineering, or any soft costs. Include a site plan and survey in EXHIBIT A.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

Real Property Improvements (Note you can replace the sample below with your own table or spreadsheet, but please use the same layout)

Description	Value		
Buildings (~85,000SF)	\$10,000,000.00		
Driveways & Parking			
Fencing			
Other Improvements			
Total	\$10,000,000.00		

Part 2: Personal property and fixed equipment. "Personal Property" as designated by the Waller County Appraisal District is anything that can be removed from the building without destroying or changing the building. This category would include any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business as designated by the qualifying business type noted in the Waller County Incentive Policies.

Qualifying Personal Property Equipment (fixed-in-place and primary equipment)

As specific types and models of equipment may be deemed a trade secret, you only need to provide classes of equipment and first-year values, not specific make, model, or serial numbers. For example, welding machines, \$100,000. However, the information must be sufficient enough for the appraisal district to match information here, which may ultimately be included on an abatement agreement, with the information provided on your personal property rendition form. The values listed here must not be less than the first-year value used on the annual property rendition form submitted to the appraisal district. The total amount must match information provided for the economic impact analysis. Use the table below or replace it with a spreadsheet with the same format. Do not include items such as office furnishings and similar non-qualifying personal property.

Q Trade International Corp. Schedule of Assets, by Class

	Existing assets (1)			Racking (2)	Total Value, by Class	
Tea Packing/manufacturing equipment	\$	1,440,283.51	\$		\$	1,440,283.51
Warehouse equipment		95,899.91		600,000.00	\$	695,899.91
Software which directly supports manufacturing		30,841.96		-	\$	30,841.96
	\$	1,567,025.38	\$	600,000.00	\$	2,167,025.38

EXHIBIT C - REINVESTMENT ZONE ORDER

STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE
WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 10th day of May, 2023, on motion made by Kendric Jones

Commissioner of Precinct No 3, and seconded by Justin Beckendorff

Commissioner of Precinct No 4, the following Order was adopted:

WHEREAS, the Commissioners Court of Waller County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and.

WHEREAS, it is in the best interest of the county to designate Twinwood Business Park, located south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as a reinvestment zone pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act).

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

That the Commissioners Court hereby designates as a Reinvestment Zone (the Section 1. "Zone") Twinwood Business Park located in the area described as 410.9 acres of land located in the Nathan Brookshire Survey Abstract Number 16 Waller County Texas out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828. W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328 W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334. Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334. Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338. Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

Page 1 of 2 plus exhibit(s)

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act;
- Section 3. That the Commissioners Court has heretofore adopted Tax Abatement and Incentives Policy Guidelines & Criteria for Waller County;
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 10th day of May, 2023;
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement;
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community; and
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this

day of Ma

CARBETT "TREY" J. DUHON'III

County Judge

COMMISSIONER JOHN A AMSLER

Precinct No. 1

COMMISSIONER KENDERC JONES

Precinct No. 3

COMMISSIONER WALTER SMITH

Precinct No. 2

COMMISSIONER JUST IN BECKENDORFF

Precinct No. 4

Exhibit A

February 8, 2018 Job No. 7777-2010

DESCRIPTION OF 410.9 ACRES

Being 410.9 acres of land located in the Nathan Brookshire Survey, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., said 410.9 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System. South Central Zone, NAD 83, 2001 Adjustment):

Beginning at a 5/8-inch iron rod with cap stamped "Kalkomey Surveying" found for the southeast corner of said 512.81 acre tract, common to the northeast corner of that certain tract of land described as "Tract 3" in deed to FF Texas Holdings, LP by an instrument of record in File Number 2013104491, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), in the west right-of-way line of Woods Road (called 80-feet wide), and in the Waller/Fort Bend County Line;

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Thence, South 64° 48' 51" West, departing said west right-of-way line, along the southeast line of said 512.81 acre tract, common to the northwest lines of said Tract 3 and that certain called 0.138 acre tract described in deed to State of Texas by an instrument of record in Volume 264, Page 217, of the Deed Records of said Fort Bend County, Texas, and along said County Line, 6,445.84 feet to a 5/8-inch iron rod with cap stamped "Landtech-Consultants" found for the southwest corner of said 512.81 acre tract, common to the northwest corner of said 0.138 acre tract, in the northeast right-of-way line of F.M. Highway 359 (called 100-feet wide);

Thence, North 35° 56' 35" West, along the west line of said 512.81 acre tract, common to said northeast right-of-way line, 1,754.96 feet to a point for corner:

Thence, North 54° 03' 40" East, departing said common line, 500.29 feet to a point for corner, the beginning of a tangent curve;

Thence, 618.09 feet along the arc of a tangent curve to the right, having a radius of 3,165.00 feet, a central angle of 11° 11′ 21″, and a chord which bears North 59° 39′ 21″ East, 617.11 feet to a point for corner;

Thence, North 65° 15' 01" East, 2,257.72 feet to a point for corner, the beginning of a tangent curve;

Thence, 2,666.12 feet along the arc of a tangent curve to the left, having a radius of 3,235.00 feet, a central angle of 47° 13' 13", and a chord which bears North 41° 38' 25" East. 2,591.31 feet to a point for corner;

Thence, North 18° 01' 48" East, 504.67 feet to a point for corner, the beginning of a tangent curve;

Thence, 471.10 feet along the arc of a tangent curve to the right, having a radius of 3065.00 feet, a central angle of 08° 48' 23", and a chord which bears North 22° 26' 00" East, 470.63 feet to a point for corner;

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Twinwood Business Park

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Thence, North 26° 50′ 12" East, 2,093.87 feet to a point for corner, the beginning of a tangent curve,

Thence, 491.42 feet along the arc of a tangent curve to the right, having a radius of 465.00 feet, a central angle of 60° 33′ 04″, and a chord which bears North 57° 06′ 44″ East, 468.87 feet to a point for corner;

Thence, North 87° 23' 16" East, 247.40 feet to a point for corner in the east line of the aforementioned 372.8995 acre tract, common to the aforementioned west right-of-way line of Woods Road;

Thence, South 02° 36' 44" East, 1.505 90 feet to the southeast corner of said 372 8995 acre tract, common to the intersection of the north line of the aforementioned 6.35 acre tract and said west right-of-way line, from which a found 5/8-inch iron rod bears. South 87° 46' 34" West, 1.19 feet.

Thence, North 87° 46' 34" East, along the north line of said 6.35 acre tract. 39.96 feet to a point for corner in the centerline of said Woods Road,

Thence, South 02° 31' 07" East, along the east line of said 6.35 acre tract, common to the centerline of said Woods Road, 23.05 feet to a cotton spindle found for the southeast corner of said 6.35 acre tract, common to the northeast corner of that certain tract of land described in deed to Kohinoor Group, L.P. by an instrument of record in Volume 1293, Page 107, W.C.O.P.R.:

Thence, South 87" 34" 15" West, along the south line of said 6.35 acre tract, common to the north line of said Kohinoor Group tract, 716.36 feet to the northeast corner of the aforementioned 14.00 acre tract;

Thence, South 02° 31' 07" East, along the east line of said 14 00 acre tract, 199 58 feet to the southeast corner of said 14.00 acre tract in a north line of the aforementioned 89.10 acre tract;

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Thence, North 87° 34′ 14″ East, along the south line of said Kohinoor Group tract, common to a north line of said 89.10 acre tract, passing at a distance of 675.98, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the intersection of said common line with the aforementioned west right-of-way line of Woods Road, continuing for a total distance of 716.36 feet to a mag nail with shiner found for the southeast corner of said Kohinoor Group tract, common to a northeast corner of said 89.10 acre tract, in the centerline of said Woods Road;

Thence, South 02° 31' 07" East, along the centerline of said Woods Road, common to the east line of said 89.10 acre tract, passing at a distance of 399.21, a mag nail found for the common east corner of said 89.10 acre tract and the aforementioned 16.93 acre tract, continuing along said centerline, common to the east line of said 16.93 acre tract, passing at a distance of 598.84 feet, a mag nail with shiner found for the common east corner of said 16.93 acre tract and the aforementioned 190.91 acre tract, continuing along said centerline, common to the east line of said 190.91 acre tract for a total distance of 1,687.80 feet to the southeast corner of said 190.91 acre tract, from which a found cotton spindle bears, North 87° 43' 24" East, 0.81 feet;

Thence, South 87° 43° 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood Yoakum Partners, LLC by an instrument of record in File Number 1608441,W.C.O.P.R., continuing along the north line of said 19.49 acre tract, common to said south line for a total distance of 963.14 feet to a 5/8-inch iron rod found for the northwest corner of said 19.49 acre tract, common to an east corner of the aforementioned 512.81 acre tract;

Thence, South 02° 40′ 16″ East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way line of said Woods Road;

Thence, South 02° 40' 45" East, along an east line of said 512.81 acre tract, common to said west right-of-way line, 845.74 feet to the POINT OF BEGINNING and containing 410.9 acres of land.

Corner monuments were not set at the client's request.

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