

STATE OF TEXAS §

COUNTY OF WALLER §

**TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND
CLAY PARTNERS – TWINWOOD DISTRIBUTION #4, LP**

This tax abatement agreement (“Agreement”) is entered into by and between Waller County, Texas (“County”), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners’ Court and Clay Partners – Twinwood Distribution #4, LP, (“Clay Partners ”), a Texas limited partnership having its principal place of business at 1244 N. Post Oak Road, Suite 200, Houston, Texas 77005 (each a “Party,” and collectively “Parties”). Clay Partners is the owner of taxable property located within Waller County, Texas and the Waller County Twinwood Business Park Reinvestment Zone 12, (“Reinvestment Zone”).

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria (“Waller County Policy”) governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate “guidelines and criteria” to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

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

WHEREAS, the Commissioners Court ordered the designation of the Waller County Twinwood Business Park Reinvestment Zone 12as authorized by Texas Tax Code Chapter 312 on May 10, 2023, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

- 1.1 “Abatement Period” means a period of years, commencing January 1, 2028 and terminating December 31, 2029.
- 1.2 “Agreement Term” means the period beginning on the Effective Date and continuing through December 31, 2029.

- 1.3 “Ad Valorem Tax,” whether or not capitalized, means a tax assessed according to the value of property.
- 1.4 “Base Year Value” means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.
- 1.5 “Building” means the approximately 291,720 square foot facility that will be constructed by Clay Partners on the Premises, which is described on Exhibit B.
- 1.6 “Effective Date” means the date of the last signature affixed hereto.
- 1.7 “Improvements” means the Personal Property Improvements together with the Real Property Improvements.
- 1.8 “Inventory” means taxable personal property that is held for sale in the ordinary course of a trade or business
- 1.9 “Personal Property Improvements” means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.
- 1.10 “Premises” means the parcel of land owned by Clay Partners in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.
- 1.11 “Project” means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.
- 1.12 “Real Property Improvements” means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.
- 1.13 “WCAD” means the Waller County Appraisal District.
- 1.14 “Year,” whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

- 2.1 The “Premises” is the 16.63-acre parcel of land located at 2573 Discovery Hills Pkwy, Brookshire, Texas 77423, and legally described on Exhibit A. On or before the commencement of construction of the Building (defined below), Clay Partners will own the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.
- 2.2 The Building is the approximately 291,720 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by Clay Partners .

3. THE TAX ABATEMENT

- 3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: Clay Partners shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity’s right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other 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.

3.5 Effect of Appraisal Protest: If Clay Partners protests the certified appraised value of the Improvements, and the certified appraised value is reduced as a result of the protest, then the percentage of the abatement granted herein will be adjusted downward by the same percentage rounded to the nearest whole number. For example, if a protest results in the reduction of the property’s certified appraised value by 6.6%, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** Clay Partners shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: Clay Partners shall invest, or cause to be invested, a cumulative amount of at least \$12,000,000.00 into the Project by December 31, 2028.

4.2 Real Property Improvements: Clay Partners shall construct the Building by the end of Year 1 of the Abatement Period.

4.3 Improvement Quality: Clay Partners shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and

regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

- 4.4 Premises Occupation: Clay Partners shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. Clay Partners shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.
- 4.5 Premises Maintenance: Clay Partners shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.
- 4.6 Records: Clay Partners shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. Clay Partners, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt Clay Partners business with such inspections.
- 4.7 Required Forms: Clay Partners acknowledges its responsibility to file Forms 50-116, 50-141, 50-142, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.
- 4.8 Compliance Certification: Clay Partners shall, before December 31 of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.
- 4.9 Right of Access: Clay Partners agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are

thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give Clay Partners written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) Clay Partners shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to Clay Partners or any third party, that Clay Partners complied with applicable federal, state, or local laws or regulations.

- 4.10 Relocation or Business Cessation: Clay Partners must provide the County thirty (30) days written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless Clay Partners provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.
- 4.11 No Delinquent Taxes: Clay Partners nor shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.
- 4.12 No Decrease: Clay Partners understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

- 5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.
- 5.2 Termination by Owner: This Agreement may be terminated by either entity if it elects not to proceed with the project before the Abatement Period commences.
- 5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.
- 5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:
 - a. Clay Partners fails to complete or install the Improvements as identified in Exhibit B;
 - b. Clay Partners fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;
 - c. Clay Partners becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

- d. During the Abatement Period, Clay Partners operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;
- e. Clay Partners files any petition for bankruptcy;
- f. Any breach of the terms or conditions of this Agreement.

Clay Partners will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

- 5.5 Notice of Default: The County shall provide thirty (30) days written notice to Clay Partners that it is in default.
- 5.6 Opportunity to Cure: If a default may be cured, Clay Partners shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.
- 5.7 Termination: If Clay Partners defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.
- 5.8 Recapture, Interest, and Penalty: Clay Partners shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and Clay Partners shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge Clay Partners interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.
- 5.9 Bankruptcy: If Clay Partners or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.
- 5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

- 6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.
 - a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
 2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
 3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
 4. The Assignment is executed by both the assignor and the assignee.
 5. The assignor provides the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the Assignment.
- b. Clay Partners may assign this Agreement without prior written consent from the County if such assignment is to any entity that is directly or indirectly controlled by, or is in common control with the transferor entity provided that:
1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
 2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
 3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
 4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
 5. The Assignment is executed by both the assignor and the assignee; and
 6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.
- c. Clay Partners understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.
- d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require Clay Partners to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

- 7.1 Property Conveyance: Clay Partners shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing 30 day written notice to the County of the intended conveyance. If Clay Partners fails to provide the 30 day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing Clay Partners the Opportunity to Cure provided in Section 5.6.

8. MODIFICATIONS

- 8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

- 9.1 Confidential Information: Clay Partners recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act (“PIA”). Clay Partners shall clearly 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 the affected entity of the request. Clay Partners recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Clay Partners further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, and employees shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Clay Partners in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

- 10.1 **INDEMNITY: CLAY PARTNERS AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING BUT NOT LIMITED TO THE COUNTY’S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES, AND THE WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY’S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL CLAY PARTNERS INDEMNIFY COUNTY FOR ACTS, OMISSIONS,**

DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

- 11.1 Recitals: The above stated recitals are incorporated into this Agreement.
- 11.2 Conflict of Interest: 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.
- 11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.
- 11.4 Force Majeure: “Force majeure” is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. Clay Partners shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, Clay Partners must make a written request to the County in the manner described by Section 11.19. Clay Partners has the burden of showing it is unable to complete the Improvements because of a force majeure event.
- 11.5 Independent Performance: It is understood and agreed between the parties that Clay Partners is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Clay Partners performance of this Agreement.
- 11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.
- 11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.
- 11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.
- 11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.
- 11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on June 10, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

- 11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.
- 11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.
- 11.13 Expenses: 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.
- 11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.
- 11.15 Foreign Investors and Organizations: Clay Partners recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. Clay Partners agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County 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 Clay Partners violation this Section 11.15.
- 11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.
- 11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.
- 11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.
- 11.19 Notices: 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:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For Clay Partners :

Clay Partners – Twinwood Distribution #4, LP
1244 N. Post Oak Road, Suite 200
Houston, Texas 77055
Attn.:

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

[Remainder of page intentionally left blank; Signature Page follows.]

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

Carbett "Trey" Duhon III
Waller County Judge


Date

ATTEST:


Debbie Hollan
Waller County Clerk

Date

CLAY PARTNERS – TWINWOOD DISTRIBUTION #4, LP
a Texas limited Partnership



By: Louis B. Sullivan III
Title: V.P. of General Partner



Date

EXHIBIT A

LEGAL DESCRIPTION

Being 16.63 acres of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, out of that certain called 512.81 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), said NBI Properties, Inc. now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., said 16.63 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):

COMMENCING at a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the northeast corner of that certain called 30.14 acre tract described in the deed to Fort Bend County Municipal Utility District No. 213, by an instrument of record in Instrument Number 2114521, W.C.O.P.R., in the south right-of-way line of Discovery Hills Parkway (called 100-foot wide) described in Instrument Number 2201674, W.C.O.P.R.;

Thence, North 80° 15' 10" East, along said south right-of-way line, 18.53 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner, the beginning of a tangent curve; Thence, 536.56 feet continuing along said south right-of-way line and the arc of a tangent curve to the left, having a radius of 2,050.00 feet, a central angle of 14° 59' 47", and a chord which bears North 72° 45' 17" East, 535.03 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner;

Thence, North 65° 15' 24" East, continuing along said south right-of-way line, 144.55 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the POINT OF BEGINNING of herein described tract;

Thence, North 65° 15' 24" East, continuing along said south right-of-way line, 574.05 feet to a 5/8-inch iron rod previously set for corner;

Thence, South 58° 17' 42" East, departing said south right-of-way line and partially along the southwesterly lines of Director's Lots 1-5 as recorded in Instrument Numbers 2115440, 2115443, 2115446, 2115449, and 2115452, W.C.O.P.R., respectively, 1,011.47 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the southeast corner of the herein described tract, common to the south corner of said Director's Lot 1, lying in the north line of that certain called 192.04 acre tract described as Tract 3, Part 1 in the 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.), the north line of Fort Bend County, and the north line of the Nathan Brookshire League, Abstract Number 14, Fort Bend County, Texas, common to the south line of the aforementioned 512.81 acre tract, the south line of said Waller County, and the south line of the aforementioned Nathan Brookshire League, Abstract Number 16;

Thence, South 64° 48' 51" West, along said common line and the north line of that certain called 99.99 acre tract described in the deed to Lamar Consolidated Independent School District by an

instrument of record in File Number 2023119352, F.B.C.O.P.R., 1,133.11 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 24° 44' 36" West, departing said north line, 851.70 feet to the POINT OF BEGINNING and containing 16.63 acres of land.

**EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL
PROPERTY COVERED BY THE AGREEMENT**

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

“**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 set here in the Waller County Abatement Policies.

Real Property Improvements:

“**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.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed by Clay Partners – Twinwood Distribution #4, LP at 2573 Discovery Hills Pkwy, Brookshire, Texas 77423

Description	Investment
Building – one (1) 291,720 square foot facility to be used as an industrial warehouse or manufacturing facility	\$12,000,000.00
Driveways & Parking	
Fencing	
Other Improvements	
Total	\$12,000,000.00

EXHIBIT C

8

STATE OF TEXAS

IN THE COMMISSIONERS COURT

COUNTY OF WALLER

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

Section 1. That the Commissioners Court hereby designates as a Reinvestment Zone (the "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

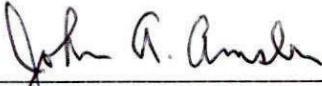
survey attached hereto as Exhibit A and made apart hereof for all purposes
WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

- 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 10th day of May, 2023.



CARBETT "TREY" J. DUHON III
County Judge



COMMISSIONER JOHN A AMSLER
Precinct No. 1



COMMISSIONER KENDRIC JONES
Precinct No. 3



COMMISSIONER WALTER SMITH
Precinct No. 2



COMMISSIONER JUSTIN 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-foot wide), and in the Waller/Fort Bend County Line;

Thence, South $64^{\circ} 48' 51''$ 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-foot wide);

Thence, North $35^{\circ} 56' 35''$ 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 $54^{\circ} 03' 40''$ 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 $11^{\circ} 11' 21''$, and a chord which bears North $59^{\circ} 39' 21''$ East, 617.11 feet to a point for corner;

Thence, North $65^{\circ} 15' 01''$ 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 $47^{\circ} 13' 13''$, and a chord which bears North $41^{\circ} 38' 25''$ East, 2,591.31 feet to a point for corner;

Thence, North $18^{\circ} 01' 48''$ 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 $08^{\circ} 48' 23''$, and a chord which bears North $22^{\circ} 26' 00''$ East, 470.63 feet to a point for corner;

Thence, North $26^{\circ} 50' 12''$ 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 $60^{\circ} 33' 04''$, and a chord which bears North $57^{\circ} 06' 44''$ East, 468.87 feet to a point for corner;

Thence, North $87^{\circ} 23' 16''$ 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 $02^{\circ} 36' 44''$ 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 $87^{\circ} 46' 34''$ West, 1.19 feet;

Thence, North $87^{\circ} 46' 34''$ 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 $02^{\circ} 31' 07''$ 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 $87^{\circ} 34' 15''$ 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 $02^{\circ} 31' 07''$ 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;

Thence, North $87^{\circ} 34' 14''$ 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 $02^{\circ} 31' 07''$ 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 $87^{\circ} 43' 24''$ East, 0.81 feet;

Thence, South $87^{\circ} 43' 24''$ 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 $02^{\circ} 40' 16''$ 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;

Thence, North $87^{\circ} 47' 23''$ 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 $02^{\circ} 40' 45''$ 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.



[Handwritten Signature]
2/8/18

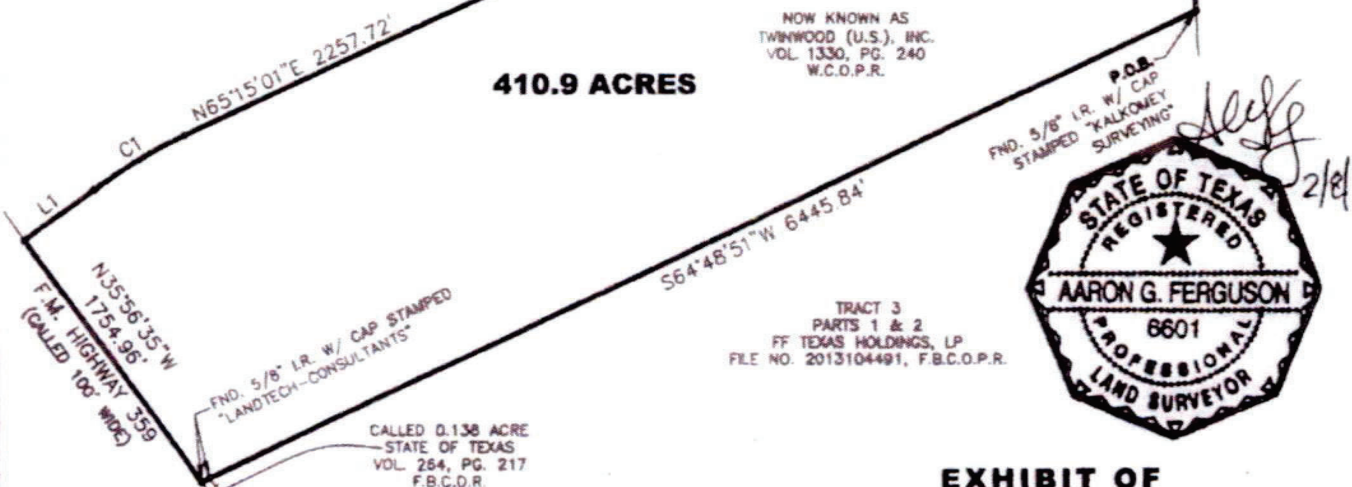


0 1000
SCALE 1" = 1000'

Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.87'
L3	N87° 23' 18"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 18"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

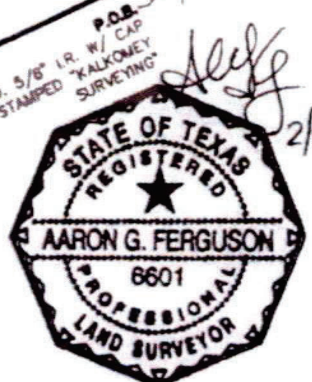
NOTES:

- 1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.
- 2) Corner monuments not set at client's request.



410.9 ACRES

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,185.00'	11°11'21"	N59° 39' 21"E	617.11'
C2	2668.12'	3,235.00'	47°13'13"	N41° 38' 25"E	2591.31'
C3	471.10'	3,065.00'	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	465.00'	60°33'04"	N57° 06' 44"E	468.87'



**EXHIBIT OF
410.9 ACRES**
**IN THE
NATHAN BROOKSHIRE SURVEY, A-16
WALLER COUNTY, TEXAS**
FEBRUARY 2017 JOB NO. LJAS001-7777-2010

LJA Engineering, Inc.
2929 Briarperk Drive Phone 713.953.5200
Suite 600 Fax 713.953.5026
Houston, Texas 77042 T.B.P.L.S. Firm No. 10110501