

STATE OF TEXAS
COUNTY OF WALLER

WALLER COUNTY, TEXAS' CONSENT TO THE ASSIGNMENT OF TAX CODE CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, AND URBAN TWINWOOD, L.P.

Waller County, Texas ("County") hereby consents to the Assignment (defined below) entered into between Urban Twinwood, LP ("Urban"), and Brookview Lone Star, LLC ("Brookview"). The County's consent is made and entered on April 16, 2025.

WHEREAS, County and Urban entered into a Tax Abatement Agreement on February 20, 2024 ("Agreement"), which is identified as Contract ID# 240220-20 and is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, Urban sold the property subject to the Agreement on July 24, 2024 to Brookview Lone Star, LLC, a Texas limited liability company; and

WHEREAS, at the time of the sale, Urban assigned its interests, duties and obligations under the Agreement to Brookview (the "Assignment"), which is attached hereto and incorporated herein as Exhibit 2; and

WHEREAS, Brookview assumed and accepted all of Urban's interests, duties, and obligations under the Agreement; and

WHEREAS, County consents to Urban's assignment of its interests, duties, and obligations under the Agreement, and Brookview's assumption thereof;

NOW, THEREFORE the parties agree as follows:

1. Urban assigned and transferred to Brookview all of its interests, duties, and obligations under the Agreement.
2. Brookview assumed and accepted all of Urban's interests, duties, and obligations under the Agreement.
3. The County consents to the assignment of Urban's interests, duties, and obligations under the Agreement to Brookview, and Brookview's assumption thereof.
4. Brookview's address for any notices to be delivered pursuant to the Agreement is as follows:

Brookview Lone Star, LLC
2700 Twinwood Business Drive East
Brookshire, Texas 77423

5. No other amendments or modifications to the Agreement are hereby made.
6. This consent is effective as of the date of the last signature.

7. Signatories represent and warrant that they have the authority to bind the respective parties.

WALLER COUNTY, TEXAS

Carbett "Trey" J. DUHON III
County Judge

Date

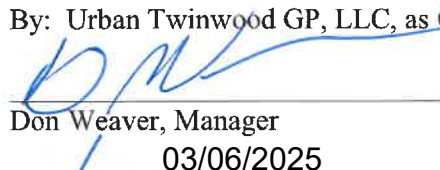
Attest

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



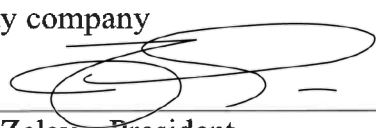
Don Weaver, Manager

03/06/2025

Date

BROOKVIEW LONE STAR, LLC

Brookview Lone Star, LLC, a Texas limited
liability company



Gerry Zelaya, President

03/06/2025

Date

EXHIBIT 1

Contract ID # 240220-20

Item 20.

**THE STATE OF TEXAS,
COUNTY OF WALLER,
IN THE COMMISSIONERS COURT
OF WALLER COUNTY, TEXAS**

TAX ABATEMENT AGREEMENT:

This AGREEMENT is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge (“COUNTY”), and Urban Twinwood, LP, (“OWNER”), as of February 20, 2024.

RECITALS:

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

WHEREAS, the County has previously adopted the TAX ABATEMENT AND INCENTIVES POLICY GUIDELINES & CRITERIA FOR WALLER COUNTY (“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," which is attached hereto and incorporated herein.
2. OWNER shall ensure a prospective lessee/buyer for the SPEC BUILDING (as such term is defined in the COUNTY'S current POLICY) at the PREMISES is diligently and faithfully sought.
3. COUNTY and OWNER agree that if a lessee/buyer does not lease the SPEC BUILDING at the PREMISES before the end of Year (2) of this abatement AGREEMENT, said AGREEMENT will hereby terminate and OWNER will be assessed and owe all taxes payable to COUNTY commencing Year (3). For purposes of this AGREEMENT, the period from (i) January 1, 2025 through and including December 31, 2025 shall be referred to as Year (1), (ii) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (2), and (iii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (3).
4. Upon OWNER entering into a lease with a lessee, or sales agreement with a buyer, this AGREEMENT may be terminated, amended, or replaced on mutually acceptable terms by a written instrument duly executed by COUNTY and OWNER, based on the results of the Economic Impact Analysis as required in the COUNTY'S then-current POLICY.

5. A separate agreement may be made between the COUNTY and each lessee or buyer for specified new personal property, except inventory, the terms of which will be determined by the Economic Impact Analysis as required by the COUNTY'S then-current POLICY.
6. The improvements OWNER shall make to the PREMISES shall be referred to as the IMPROVEMENTS, and the IMPROVEMENTS shall be of the kind, number, and location specifically described in EXHIBIT "A," which is attached hereto and incorporated herein. Notwithstanding the foregoing, OWNER may amend EXHIBIT "A" with the prior written approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned, or delayed.
 - a. The IMPROVEMENTS an approximate 55,000 sq. ft. building, shall have a total appraised value of at least \$3,000,000 by the beginning of Year (1).
 - b. 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.
 - c. Notwithstanding subsection a. above, 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.
7. OWNER shall, until the expiration of this AGREEMENT or until a lessee or buyer occupies the building, continuously operate (or cause to be operated) and maintain the PREMISES as a SPEC BUILDING.

8. OWNER shall, in writing and until the expiration of this AGREEMENT, annually certify compliance with this AGREEMENT to the COUNTY.
9. For the duration of this AGREEMENT, OWNER, as owner of the premises, is not required to employ persons as part of this AGREEMENT.
10. It is understood and agreed among the PARTIES that the PREMISES shall be appraised at market value for property tax purposes beginning January 1, 2025, including the value of any partially completed IMPROVEMENTS.
 - a. If there are no IMPROVEMENTS on the PREMISES on January 1, 2025, and if OWNER'S failure to make IMPROVEMENTS is not excused under section 6.c., then this AGREEMENT is subject to termination by the COUNTY as if a default had occurred under section 13, and there shall be no tax abatement for the tax year beginning January 1, 2025.
 - b. Beginning January 1, 2025 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.
11. OWNER agrees to confirm the PREMISES for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.
12. 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 which would otherwise be owed to the COUNTY for the PREMISES shall be abated.
 - a. Said abatement shall be in an amount equal to the percentages listed in the following table:

Year 1 (2025) – 100%

Year 2 (2026) – 100%

- b. Said abatement on the SPEC BUILDING located at the PREMISES shall terminate if not occupied by a lessee or buyer by December 31, 2026/end of Year (2). In such an event, OWNER is fully liable for all ad valorem property taxes owed to COUNTY beginning January 1, 2027/Year (3). Year (1) and Year (2) ad valorem property taxes will not be payable by OWNER if the SPEC BUILDING is not leased by the end of Year (2).
- c. The abatement percentages in subsection a. above shall be applied to the taxes assessed for each year during the abatement period (including the taxes assessed on the value of the PREMISES and any and all IMPROVEMENTS) over the base value of the PREMISES in the year in which this AGREEMENT is entered. The PARTIES understand and agree that the percentages in subsection a. above only apply to IMPROVEMENTS and property that are eligible for abatement under Texas law.
- d. OWNER 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, then the

percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole percentage. 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:

13. OWNER shall be in default if any of the following occurs:
- a. IMPROVEMENTS are not completed substantially in accordance with this AGREEMENT, including EXHIBIT "A," as may be amended in accordance with the terms of this AGREEMENT;
 - b. OWNER fails to timely file annual renditions for the PREMISES and any and all IMPROVEMENTS;
 - c. OWNER allows its 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;
 - d. OWNER operates the PREMISES (or causes the PREMISES to be operated) in violation of public health and safety laws, or allows the PREMISES or any part thereof to become a public nuisance; or
 - e. OWNER fails to comply with or violates any other part of this AGREEMENT.

14. In the event that OWNER defaults as described in section 13 above, the COUNTY shall give OWNER written notice of such default. If OWNER has not cured such default within sixty (60) days of said written notice, this AGREEMENT may be terminated by the COUNTY. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested to OWNER or its designated representative.

- a. Any notice or certification to be provided pursuant to this AGREEMENT shall be made to the following persons, unless a substitute representative is designated in writing:

COUNTY
Carbett "Trey" J. Duhon III
County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

OWNER
Urban Twinwood, LP
2110 Grandway Dr.
Katy, TX 77449

15. In the event of default or termination, the PARTIES acknowledge that actual damages would be speculative and difficult to determine and/or calculate. Accordingly, in the event of default or termination, as liquidated damages, OWNER shall owe all taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for all prior years, and all such taxes shall be paid to the COUNTY within sixty (60) days of the expiration of the cure period described in section 14 above.

- a. In addition to any amounts due under section 15 above, interest on any such amounts shall be charged at the statutory rate for 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.

- c. If the COUNTY terminates this AGREEMENT, no abatements for the PREMISES in future years will be allowed.
16. Notwithstanding section 15 above, if OWNER completes the IMPROVEMENTS in compliance with this AGREEMENT, but subsequently fails to operate (or cause to be operated) and maintain the PREMISES in accordance with this AGREEMENT, then section 15 shall not apply to require payment of taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for all prior years, unless OWNER was not in compliance with this AGREEMENT during those prior years. Instead, OWNER shall only be liable to the COUNTY for those taxes which are assessed for the tax years in which OWNER ceases to operate (or cause to be operated) and maintain the PREMISES in accordance with this AGREEMENT

MISCELLANEOUS:

17. The COUNTY represents and warrants that the PREMISES does 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.
18. The terms and conditions of this AGREEMENT are binding upon the successors and assigns of all PARTIES. However, except for any collateral assignment to any lender of OWNER, this AGREEMENT cannot be assigned by OWNER without the COUNTY's written consent, which shall not be unreasonably withheld. If any lender of OWNER becomes the owner of the Premises as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, notwithstanding anything in this AGREEMENT to the contrary, such lender shall not be liable for any amounts under this AGREEMENT except for the taxes which would have been paid to the COUNTY in the absence of this AGREEMENT for the years

during which this AGREEMENT was in effect or, if section 16 is applicable, then such lender shall only be liable for the amounts for which OWNER is liable under section 16.

19. This AGREEMENT may be replaced by a subsequent Tax Abatement Agreement consistent with COUNTY'S POLICY based on a qualifying lessee/buyer, COUNTY, and OWNER, in the event of a lease, all being parties to a mutually acceptable agreement. The Tax Abatement provided by any subsequent AGREEMENT SHALL BE BASED ON THE MERITS OF AN ECONOMIC IMPACT ANALYSIS AND APPLIED CONSISTENTLY WITH THEN-CURRENT COUNTY POLICIES.
20. It is understood and agreed between the PARTIES that OWNER is acting independently in the performance of its obligations hereunder, and the COUNTY assumes no responsibilities or liabilities for OWNER'S performance of this AGREEMENT. OWNER 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 affiliated appraisal district, from any and all claims, losses, damages, injuries, suits or judgments relating to OWNER'S performance of this AGREEMENT or OWNER'S PREMISES or IMPROVEMENTS.
21. OWNER agrees 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. However, the COUNTY will neither inspect for nor ensure that OWNER is in compliance with

federal, state, or local laws or regulations. The COUNTY'S inspections, if any, shall not constitute an acknowledgment or certification to OWNER or any third party that OWNER is in compliance with federal, state, or local laws or regulations.

22. 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.
23. OWNER'S rights and obligations arising under this AGREEMENT shall be effective upon OWNER'S acquisition of the PREMISES.
24. This AGREEMENT was authorized by the minutes of the Commissioners Court of Waller County, Texas at a meeting on February 20, 2024, whereupon it was duly determined that the County Judge would execute the AGREEMENT on behalf of Waller County, Texas.
25. Venue for disputes arising under or related to this AGREEMENT shall lie exclusively in Waller County, Texas.
26. All amendments and additions to this AGREEMENT and its EXHIBITS must be approved by the Waller County Commissioners Court.
27. Signatories to this AGREEMENT represent and warrant that they have authority to bind the respective PARTIES.
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

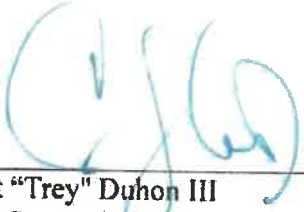
For Urban Twinwood, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

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 February 20, 2024

WALLER COUNTY



Carbett "Trey" Duhon III
Waller County Judge

February 20, 2024

Date

ATTEST:

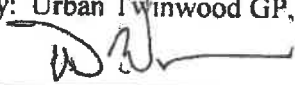


Debbie Hollan
Waller County Clerk

February 20, 2024

Date

URBAN TWINWOOD, LP
By: Urban Twinwood GP, LLC



By: Don Weaver
Title: Manager

2/23/2024

Date

EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE OR SITE PLAN

Provide a site plan drawing showing the location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the reinvestment zone. Please provide the address if you have one. Include as many documents as needed to provide the information.

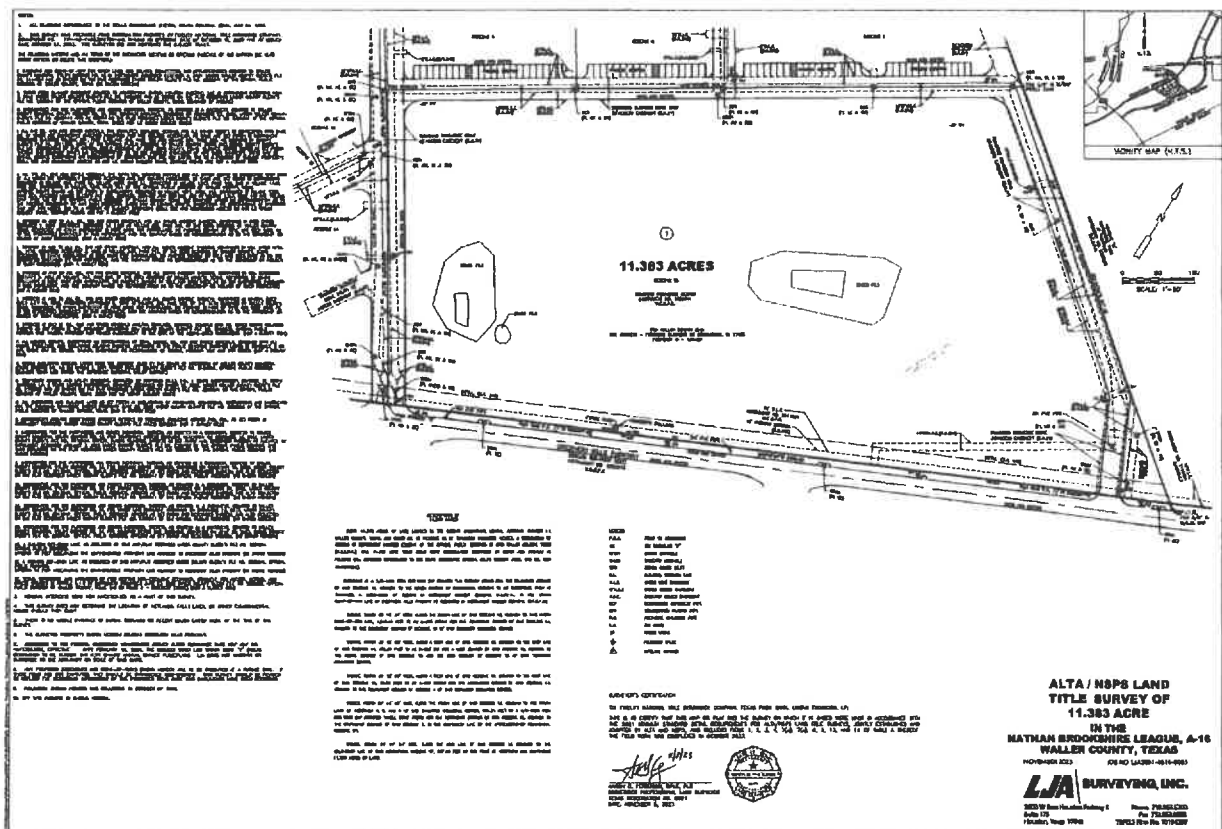
Attach legal description, plat (if any) and site plan, and survey

Attach copy of plat (if appropriate), a survey, and legal description (generally available from Title Company at closing). Please provide a clear copy of the plat or survey containing the appropriate GPS coordinates identifying the boundary, including the coordinates at each change in direction of the boundary. If possible, include it on paper no larger than legal size. This may be difficult for some attachments. If you need to use a larger page size to ensure readability, then please do. **Include the attachments after this page and not at the end of the application.** You will need to convert this document to a PDF and combine with your site plan, plat or survey.

2.844 Acres (Reserve 15A) in the Twinwood Commerce Center, Waller County, Texas



Application for Tax Abatement. Approved by Waller County Commissioners' Court on August 25, 2021
Page 9 of 15 plus Exhibits A, B, and C



Item 20.

Item 20.

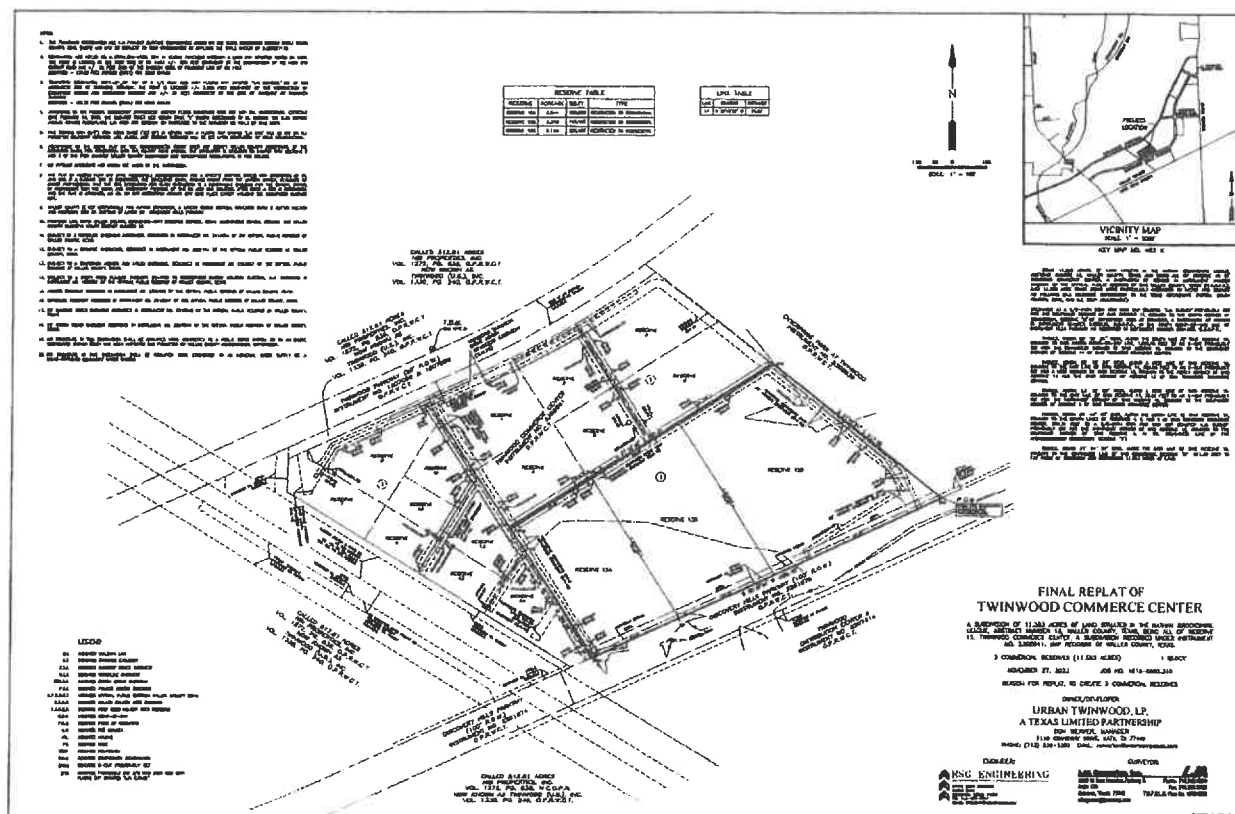


Exhibit B: Reinvestment Zone Order

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

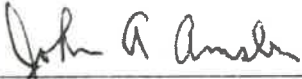
Section 1. That the Commissioners Court hereby designates as a Reinvestment Zone (the "Zone") Twinwood Business Park located in the area described as 410.9 acres of land located in the Nathan Brookshire Survey Abstract Number 16 Waller County Texas out of that certain called 372.8995 acre tract described 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 KENDRICK JONES
Precinct No. 3


COMMISSIONER WALTER SMITH
Precinct No. 2

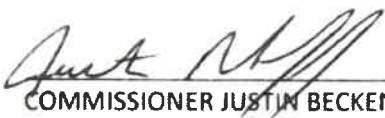

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

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.I., 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.

Page 1 of 5

I:\Projects\SURVEY\7777-2010\LEGALS\410.9 Acres TW Business Park.dwg

Twinwood Business Park

February 8, 2018
Job No. 7777-2010

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 3,065.00 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.

Page 2 of 5

\\Projdisk1\S\JRVF\7777-2010\LEGALS\4139 Acres TW Business Park.docx

Twinwood Business Park

February 8, 2018
Job No. 7777-2010

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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PROJECT SURVEY 7777-2010 LEGAL 5.4114 Acre Twinwood Business Park, Inc.

Twinwood Business Park

February 8, 2016
Job No. 7777-2010

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;

Twinwood Business Park

February 8, 2018
Job No. 7777-2010

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.



[Signature]
2/8/18

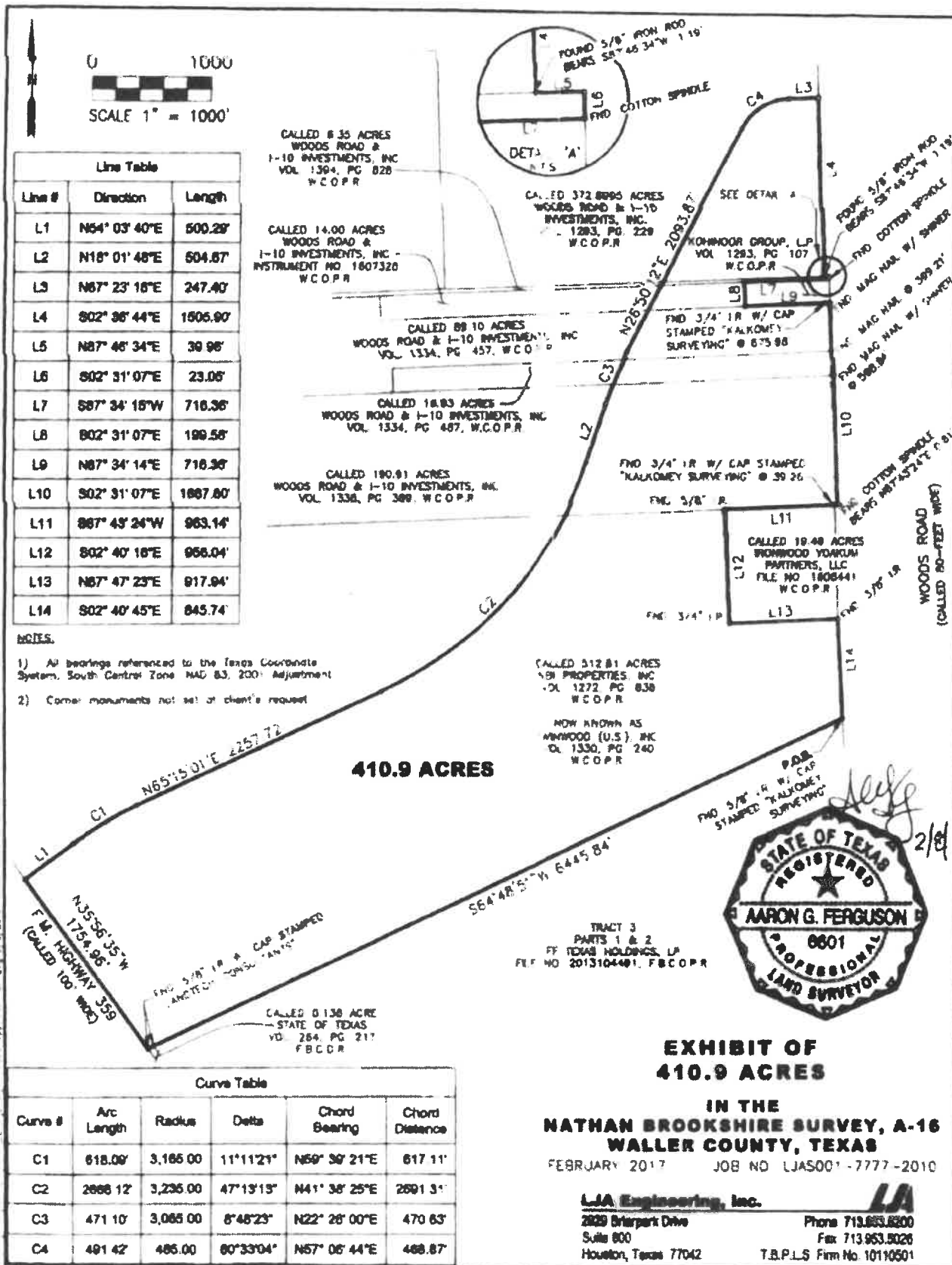


EXHIBIT 2

ASSIGNMENT OF CONTRACTS, PERMITS, LICENSES AND WARRANTIES

THIS ASSIGNMENT, made as of the 24 day of July, 2024, by **URBAN TWINWOOD, LP**, a Texas limited partnership ("Assignor"), to **BROOKVIEW LONE STAR, LLC**, a Texas limited liability company ("Assignee").

WITNESSETH:

WHEREAS, by Commercial Contract – Improved Property (the "Purchase Agreement") dated as of March 6, 2024, between Assignor and Assignee (as successor-in-interest to Hydronix Water Technology, LLC, the original buyer), Assignee has agreed to purchase from Assignor as of the date hereof, and Assignor has agreed to sell to Assignee, that certain property located at 2700 Twinwood Business Drive East, Brookshire, Texas 77423 (the "Property"); and

WHEREAS, Assignor desires to assign to Assignee as of the date hereof all of Assignor's right, title and interest in contracts, permits, trademarks, licenses and warranties held by Assignor in connection with the Property (collectively, the "Contracts").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Assignor hereby assigns, sets over and transfers unto Assignee to have and to hold from and after the date hereof all of the right, title and interest of Assignor in, to and under the Contracts. Assignor agrees without additional consideration to execute and deliver to Assignee any and all additional forms of assignment and other instruments and documents that may be reasonably necessary or desirable to transfer or evidence the transfer to Assignee of any of Assignor's right, title and interest to any of the Contracts.

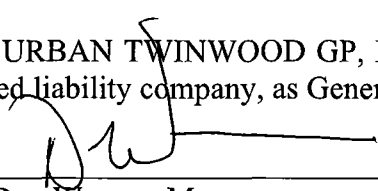
This Assignment shall be governed by the laws of the State of Texas, applicable to agreements made and to be performed entirely within said State.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

ASSIGNOR:

**URBAN TWINWOOD, LP, A TEXAS LIMITED
PARTNERSHIP**

By: URBAN TWINWOOD GP, LLC, a Texas
limited liability company, as General Partner

By: 
Don Weaver, Manager

Date: July 24, 2024