STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND NINETY WEST PARTNERS, 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 Ninety West Partners, LP ("Ninety West"), a Texas limited partnership having its principal place of business at 10000 Memorial Dr., Suite 450, Houston, Texas 77024 (each a "Party," and collectively "Parties"). Ninety West is the owner of taxable property located within Waller County, Texas and the City of Brookshire Reinvestment Zone #4, ("Reinvestment Zone"), on September 30, 2026.

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 City Council of the City of Brookshire ordered the designation of the City of Brookshire Reinvestment Zone as authorized by Texas Tax Code Chapter 312 on May 21, 2026, 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 202,000 square foot facility that will be constructed by Ninety West 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 Ninety West 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 13.88-acre parcel of land legally described on Exhibit A. Ninety West is the owner of 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 202,000 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by Ninety West.

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: Ninety West 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 Ninety West 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.** Ninety West shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: Ninety West shall invest, or cause to be invested, a cumulative amount of at least $10,300,000.00 into the Project by December 31, 2028.

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

4.3 Improvement Quality: Ninety West 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: Ninety West 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. Ninety West shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: Ninety West 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: Ninety West 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. Ninety West, 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 Ninety West business with such inspections.

4.7 Required Forms: Ninety West 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: Ninety West 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: Ninety West 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 Ninety West 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) Ninety West 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 Ninety West or any third party, that Ninety West complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: Ninety West 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 Ninety West 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: Ninety West 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: Ninety West 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 Ninety West 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. Ninety West fails to complete or install the Improvements as identified in Exhibit B;

b. Ninety West 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. Ninety West 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, Ninety West 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. Ninety West files any petition for bankruptcy;

f. Any breach of the terms or conditions of this Agreement.

Ninety West 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 Ninety West that it is in default.

5.6 Opportunity to Cure: If a default may be cured, Ninety West 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 Ninety West 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: Ninety West 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 Ninety West shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge Ninety West 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 Ninety West 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. Ninety West 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. Ninety West 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 Ninety West to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: Ninety West shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If Ninety West fails to provide the thirty (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 Ninety West the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.

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: Ninety West recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). Ninety West 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. Ninety West recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Ninety West 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, employees, and agents 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 Ninety West 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: NINETY WEST 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 NINETY WEST 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. Ninety West 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, Ninety West must make a written request to the County in the manner described by Section 11.19. Ninety West 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 Ninety West is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Ninety West's 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 September 30, 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: Ninety West recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. Ninety West 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 Ninety West is in violation of 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 Ninety West:

Ninety West Partners, LP
10000 Memorial Drive
Suite 450
Houston, Texas 77024

With a copy to:

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

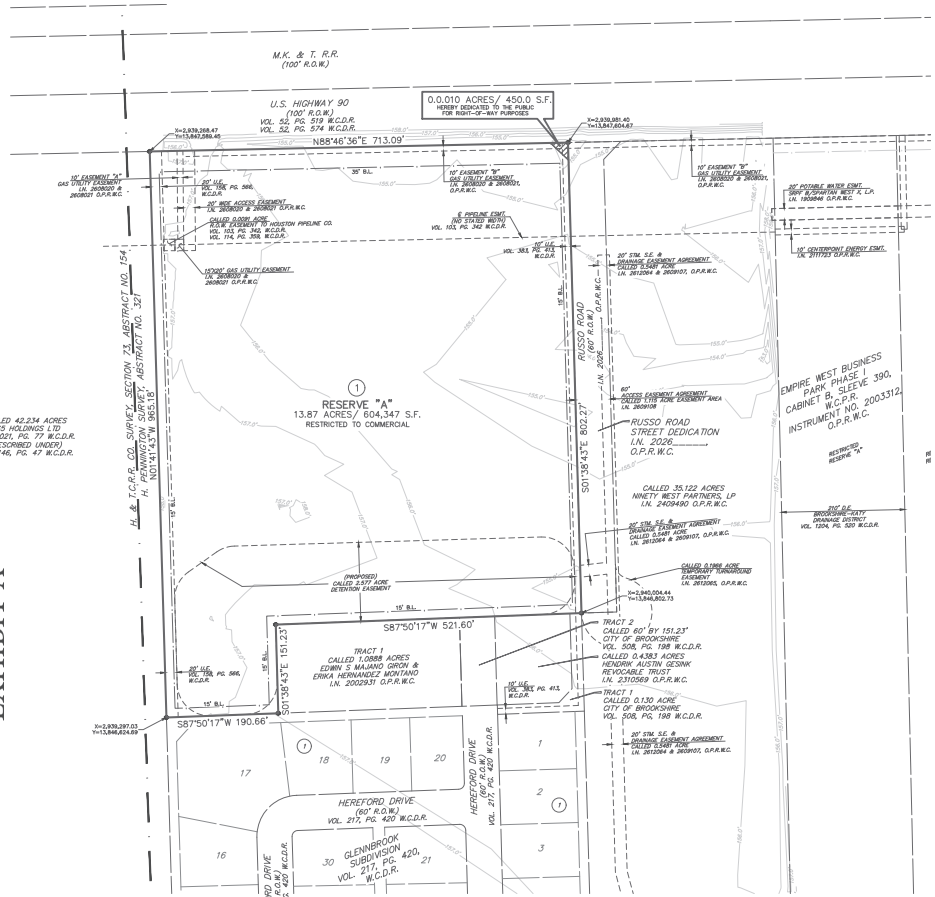
Date

NINETY WEST PARTNERS, LP
a Texas limited partnership

By: Charles J. Giammalva, Jr
Title: Vice President

9-24-2076
Date

EXHIBIT A



1. GENERAL NOTES
2. " (1) " indicates Block Number.
3. "A.E." indicates Aerial Easement.
4. "B.L." indicates Building Line.
5. "D.E." indicates Drainage Easement.
6. "U.E." indicates Utility Easement.
7. "F.H.E." indicates Fire Hydrant Easement.
8. "W.L.E." indicates Water Line Easement.
9. "W.M.E." indicates Water Meter Easement.
10. "SAN. S.E." indicates Sanitary Sewer Easement.
11. "STM. S.E." indicates Storm Sewer Easement.
12. "I.N." indicates Instrument Number.
13. "O.P.R.W.C." indicates Official Public Record Waller County.
14. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
15. Structures built on lots in the designated floodplain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) above the 500-year floodplain elevation. No development permits will be issued in a flood hazard area below the base flood elevation (b.f.e.). Contact the county engineer's office for specific information.
16. The property lies in the Unshaded Zone "X " of the Flood Insurance Rate Map, Community No. 4810970, Map Number 48473C0350E, Panel 350, Suffix "E" dated February 18,2009, for Waller County, Texas and incorporated areas, and revised under LOMR Case No. 23-06-1114P, dated July 25,2024. Unshaded Zone "X", is defended as areas determined to be outside the 0.2% annual chance floodplain.
17. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Surface Coordinates (NAD83) and may be brought to Grid by multiplying by the following combined scale 0. 99992666.
18. There is observable evidence of pipelines within the boundaries of the subject tract, based on the title research provided per City Planning Letter prepared by Abstract Services of Houston, February 17, 2026.
19. Right-of-Way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
20. New development within the subdivision plat shall obtain a storm waster quality permit before issuance of any development permits.
21. Elevations shown hereon are based on GPS observations taken _____, and processed using data from CORS stations TXCM, TXLI, TXLM, TXLV, TXSO and TXWH.
22. All of the property subdivided in the foregoing plat is within the incorporated boundaries of the City of Brookshire, Texas.
23. This plat is subject to Access Easement Agreement as filed in Instrument Number 2609108 of the Official Public Records of Waller County.

DESCRIPTION OF A 13.88 ACRE TRACT OF LAND SITUATED IN THE H. & T.C.R.R. CO. SURVEY, BLOCK 1, SECTION 73, ABSTRACT NO. 154 WALLER COUNTY, TEXAS

BEING a 13.88 acre (604,797 square foot) tract of land situated in the H. & T.C.R.R. CO. Survey, Section 73, Abstract No. 154 of Waller County, Texas and being all of a called 13.88 acre tract as described in an instrument to Ninety West Partners, LP recorded under Instrument Number (I.N.) 2602711 of the Official Public Records of Waller County (O.P.R.W.C.), said 13.88 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North line of GLENNBROOK SUBDIVISION as cited herein:

BEGINNING at a point lying on the North line of GLENNBROOK SUBDIVISION, a subdivision per plat recorded under Volume (Vol.) 217, Page (Pg.) 418 of the Waller County Deed Records (W.C.D.R.), same being the Southwest corner of a called 1.0888 acre tract described as Tract 1 in an instrument to Edwin S Majano Giron & Erika Hernandez Montano recorded under I.N. 2002931 of the O.P.R.W.C. and the most Southerly Southeast corner of the herein described tract and said 13.88 acre tract, from which a found 5/8-inch iron rod bears N 88°52' W, 1.16 feet;

THENCE, S 87°50'17" W, a distance of 190.66 feet along and with the North line of said GLENNBROOK SUBDIVISION and the South line of said 13.88 acre tract to Northwest corner of said GLENNBROOK SUBDIVISION, same being the Southwest corner of said 13.88 acre tract and the herein described tract, lying on the East line of a called 42.234 acre tract as described in an instrument to 565 Holdings LTD recorded under Vol. 1021, Pg. 77 of the W.C.D.R. and described under Vol. 146, Pg. 47 of the W.C.D.R., from which a found bent 1-inch iron pipe bears S 52°26' W, 0.52 feet;

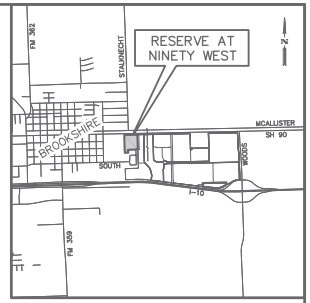
THENCE, N 01°41'43" W, a distance of 965.18 feet along and with the East line of said 42.234 acre tract and the West line of said 13.88 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set on the South right-of-way line of U.S. Highway 90 (100 foot width) as recorded under Vol. 52, Pg. 519 of the W.C.D.R. and Vol. 52, Pg. 574 of the W.C.D.R., same being the Northwest corner of said 13.88 acre tract and the herein described tract;

THENCE, N 88°46'36" E, a distance of 713.09 feet along and with the South right-of-way line of said U.S. Highway 90 and the North line of said 13.88 acre tract to the common North corner of a called 35.122 acre tract as described in an instrument to NINETY WEST PARTNERS, LP recorded under I.N. 2409490 of the O.P.R.W.C. and said 13.88 acre tract, same being the Northeast corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped WEISSER ENG' bears S 79°18' W, 0.62 feet;

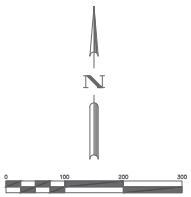
THENCE, S 01°38'43" E, a distance of 802.27 feet along and with the West line of said 35.122 acre tract and the East line of said 13.88 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the common East corner of a called 0.130 acre tract described as Tract 1 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R. and said 13.88 acre tract, same being the most Easterly Southeast corner of the herein described tract;

THENCE, S 87°50'17" W, a distance of 521.60 feet along and with the North line of said 0.130 acre tract, a called 0.4383 acre tract as described in an instrument to Hendrik Austin Gesink Revocable Trust recorded under I.N. 2310569 of the O.P.R.W.C., a called 60 foot by 151.23 foot tract described as Tract 2 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R., and said 1.0888 acre tract, same being the South line of said 13.88 acre tract to the Northwest corner of said 1.0888 acre tract and an interior corner of the herein described tract and said 13.88 acre tract, from which a found 5/8-inch iron rod bears S 84°24' W, 1.37 feet;

THENCE, S 01°38'43" E, a distance of 151.23 feet along and with the West line of said 1.0888 acre tract and along an East line of said 13.88 acre tract to the POINT OF BEGINNING and containing 13.88 acres (604,797 square feet) of land



VICINITY MAP
SCALE: N.T.S.
KEY MAP NO. _____



BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2026–108

FINAL PLAT OF

RESERVE AT NINETY WEST

A SUBDIVISION OF 13.88 ACRES OF LAND
LOCATED IN THE
H. & T.C. R.R. CO. SURVEY, BLOCK 1,
SECTION 73, A–154
WALLER COUNTY, TEXAS

LOTS: 0 RESERVES: 1 BLOCKS: 1
SCALE: 1"=100' DATE: SEPTEMBER, 2026

OWNER:
NINETY WEST PARTNERS, LP,
a Texas limited partnership
1000 Memorial Drive, Suite 450
Houston, TX 77025

BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

Exhibit A, p. 001

O:\2001\49\25-001\PLAT\DRAWINGS\PLAT\EXHIBIT A RESERVE AT NINETY WEST.dwg 1:1 9/23/2026 4:42 PM

STATE OF TEXAS
COUNTY OF WALLER

We, NINETY WEST PARTNERS, LP, a Texas limited partnership, acting by and through Charles J. Giammalva, Jr., Vice President, of NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, its General Partner, hereinafter referred to as Owner of the 13.88 acre tract subdivided in this plat of RESERVE AT NINETY WEST, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'6") for ten feet (10'0") perimeter ground easements or seven feet, six inches (7'6") for fourteen feet (14'0") perimeter ground easements or five feet, six inches (5'6") for sixteen feet (16'0") perimeter ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21'6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'0") for ten feet (10'0") back-to-back ground easements, or eight feet (8'0") for fourteen feet (14'0") back-to-back ground easements or seven feet (7'0") for sixteen feet (16'0") back-to-back ground easements, from a plane sixteen feet (16'0") above the ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'0") in width.

FURTHER, Owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above subdivision of RESERVE AT NINETY WEST where building setback lines or public utility easements are to be established outside the boundaries of the forgoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all utility easements shown in said adjacent acreage

FURTHER, All of the property subdivided in the above and forgoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the opinion of Waller County, by Waller County, or any citizen thereof, by injunction as follows.

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, etc., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced and in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip-style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are underground pipelines within the confines of the subdivision as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with public road.

IN TESTIMONY WHEREOF, NINETY WEST PARTNERS, LP, a Texas limited partnership, acting by and through NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, its General Partner, has caused these presents to be signed by Charles J. Giammalva Jr., Vice President, thereunto authorized,

this _____ day of _____, 2026.

NINETY WEST PARTNERS, LP, a Texas limited partnership

By: NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, General Partner

By: _____
Charles J. Giammalva, Jr.
Vice President

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Charles J. Giammalva, Jr., Vice Presidnet of NINETY WEST PARTNERS GP, LLC, a Texas limited liability company, General Partner of NINETY WEST PARTNERS, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

_____
Printed Name

Notary Public in and for the State of Texas

Commission Expires: _____

Certificate of Surveyor

This is to certify that I, Austin Woo, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

STATE OF TEXAS
REGISTERED
AUSTIN WOO
6852
PROFESSIONAL
LAND SURVEYOR

_____
Austin Woo, R.P.L.S.
Texas Registration No. 6852

I, _____, Engineer for of City of Brookshire, Certify that this plat of this subdivision complies with all existing rules and regulations of City of Brookshire.

No construction or other development within this subdivision may begin until all City of Brookshire permit requirements have been met.

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF BROOKSHIRE, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF RESERVE AT NINETY WEST. IN TESTIMONY WHEREOF WITNESS THE OFFICIAL SIGNATURE OF THE MAYOR AND CITY SECRETARY OF THE CITY OF KATY, TEXAS, THIS _____ DAY OF _____, 2026.

BY: _____
LaKETHIA CONNOR
CITY SECRETARY

BY: _____
ROBERT RICHARDS
MAYOR

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2026-108

APPROVED BY THE BOARD OF SUPERVISORS ON _____
DATE

_____
PRESIDENT

_____
SECRETARY

_____
DISTRICT ENGINEER

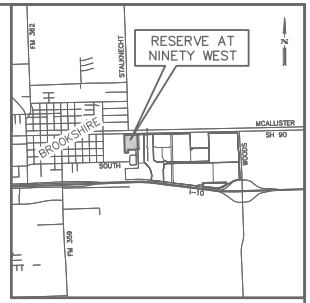
THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S RULES, REGULATIONS, AND GUIDELINES'. THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

I, DEBBIE HOLLAN, COUNTY CLERK OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2026, AT _____ O'CLOCK _____ .M., AT INSTRUMENT NUMBER _____, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HEMPSTEAD, THE DAY AND DATE LAST ABOVE WRITTEN.

_____
DEBBIE HOLLAN
COUNTY CLERK
OF WALLER COUNTY, TEXAS

BY: _____
DEPUTY



VICINITY MAP
SCALE: N.T.S.
KEY MAP NO. _____

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2026-108

FINAL PLAT OF

RESERVE AT NINETY WEST

A SUBDIVISION OF 13.88 ACRES OF LAND
LOCATED IN THE
H. & T.C. R.R. CO. SURVEY, BLOCK 1,
SECTION 73, A-154
WALLER COUNTY, TEXAS

LOTS: 0 RESERVES: 1 BLOCKS: 1
SCALE: 1"=100' DATE: SEPTEMBER, 2026

OWNER:
NINETY WEST PARTNERS, LP,
a Texas limited partnership
1000 Memorial Drive, Suite 450
Houston, TX 77025

BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

G:\2020\4925-00\PLOT\01_CAD\03_Plat\PLAT_RESERVE AT NINETY WEST.dwg 10amBar 9/22/2026 4:42 PM

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 Ninety West Partners, LP on the Premises:

Description	**Investment**
Building – one (1) 202,284 square foot facility to be used as an industrial warehouse or manufacturing facility	$10,300,000.00
Driveways & Parking	
Fencing	
Other Improvements	
Total	$10,300,000.00

ORDINANCE NO. 26-750-16

AN ORDINANCE OF THE CITY OF BROOKSHIRE, TEXAS DESIGNATING A REINVESTMENT ZONE FOR COMMERICAL-INDUSTRIAL TAX ABATEMENT; ASSIGNING THE NAME "CITY OF BROOKSHIRE REINVESTMENT ZONE #4" TO SAID ZONE; DESCRIBING THE BOUNDARIES THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Brookshire, Texas (the "City"), as authorized by the property Redevelopment and Tax Abatement Act, Chapter 312, TEX. TAX CODE (the "Act"), wishes to designate a new reinvestment zone in an effort to promote the development or redevelopment of certain contiguous geographic area through the use of tax abatements; and

WHEREAS, the City Council 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 contribute to the economic development of the City; and

WHEREAS, the City Council find that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act; and

WHEREAS, the City held a public hearing on the creation of the City of Brookshire Reinvestment Zone #3 after providing proper notice to the public and other taxing entities; and

WHEREAS, the City adopted Tax Abatement Guidelines through Resolution No. 1498 on the 1st day of May, 2025;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSHIRE, TEXAS, THAT:

SECTION 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and accurate and incorporated into this ordinance for all purposes.

SECTION 2. The City Council hereby designates the 13.88 acre tract of land situated in the H.&T.C.R.R. Co. Survey, Section 73, Abstract No. 154 Waller County, Texas, consisting of Waller CAD IDs 40111 and 152162, further described in the legal description attached hereto as **Exhibit A**,, and made a part hereof for all purposes, as a Reinvestment Zone under the name "City of Brookshire Reinvestment Zone #4".

SECTION 3. The City Council hereby finds that the improvements sought are feasible and practical and are a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204 or 312.211, TEX. TAX CODE, as applicable.

SECTION 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Brookshire, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 5. This Ordinance shall take effect immediately upon its approval.

PASSED, APPROVED and **ORDAINED** on this 21st day of May, 2026.

CITY OF BROOKSHIRE, TEXAS

ROBERT RICHARDS, MAYOR

ATTEST:

LaKethia Connor, City Secretary

EXHIBIT A
METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A 13.88 ACRE TRACT OF LAND SITUATED

IN THE H. & T.C.R.R. CO. SURVEY, SECTION 73, ABSTRACT NO. 154

WALLER COUNTY, TEXAS

BEING a 13.88 acre (604,797 square foot) tract of land situated in the H. & T.C.R.R. CO. Survey, Section 73, Abstract No. 154 of Waller County, Texas and being all of a called 7.767 acre tract as described in an instrument to Janki Jeegar, LLC recorded under Instrument Number (I.N.) 1702853 of the Official Public Records of Waller County (O.P.R.W.C.) and all of a called 6.086 acre tract as described in an instrument to Janki Jeegar, LLC recorded under I.N. 1702841 of the O.P.R.W.C., said 13.88 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North line of GLENNBROOK SUBDIVISION as cited herein:

BEGINNING at a corner lying on the North line of GLENNBROOK SUBDIVISION, a subdivision per plat recorded under Volume (Vol.) 217, Page (Pg.) 420 of the Waller County Deed Records (W.C.D.R.), same being the common South corner of a called 1.0888 acre tract described as Tract 1 in an instrument to Edwin S Majano Giron & Erika Hernandez Montano recorded under I.N. 2002931 of the O.P.R.W.C. and said 7.767 acre tract, same being the most Southerly Southeast corner of the herein described tract, from which a found 5/8-inch iron rod bears N 88°52' W, 1.16 feet;

THENCE, S 87°50'17" W, a distance of 190.66 feet along and with the North line of said GLENNBROOK SUBDIVISION and the South line of said 7.767 acre tract to Northwest corner of said GLENNBROOK SUBDIVISION, same being the Southwest corner of said 7.767 acre tract and the herein described tract, lying on the East line of a called 42.234 acre tract as described in an instrument to 565 Holdings LTD recorded under Vol. 1021, Pg. 77 of the W.C.D.R. the described under Vol. 146, Pg. 47 of the W.C.D.R., from which a found bent 1-inch iron pipe bears S 52°26' W, 0.52 feet;

THENCE, N 01°41'43" W, a distance of 965.18 feet along and with the East line of said 42.234 acre tract and the West line of said 7.767 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set on the South right-of-way line of U.S. Highway 90 (100 foot width) as recorded under Vol. 52, Pg. 519 of the W.C.D.R. and Vol. 52, Pg. 574 of the W.C.D.R., same being the Northwest corner of said 7.767 acre tract and the herein described tract;

THENCE, N 88°46'36" E, a distance of 713.09 feet along and with the South right-of-way line of said U.S. Highway 90 and the North line of said 7.767 acre tract and said 6.086 acre tract to the common North corner of a called 35.122 acre tract as described in an instrument to I-10 Brookshire Partners, LP recorded under I.N. 2409490 of the O.P.R.W.C. and said 6.086 acre tract, same being the Northeast corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped WEISSER ENG" bears S 79°18' W, 0.62 feet;

THENCE, S 01°38'43" E, a distance of 802.27 feet along and with the West line of said 35.122 acre tract and the East line of said 6.086 acre tract to a 3/4-inch iron rod with cap stamped "BGE INC" set for the common East corner of a called 0.130 acre tract described as Tract 1 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R. and said 6.086 acre tract, same being the most Easterly Southeast corner of the herein described tract;

THENCE, S 87°50'17" W, a distance of 521.60 feet along and with the North line of said 0.130 acre tract, a called 0.4383 acre tract as described in an instrument to Hendrik Austin Gesink Revocable Trust recorded under I.N. 2310569 of the O.P.R.W.C., a called 60 foot by 151.23 foot tract described as Tract 2 in an instrument to City of Brookshire recorded under Vol. 508, Pg. 198 of the W.C.D.R., and said 1.0888 acre tract, same being the South line of said 6.086 acre tract and the interior line of said 7.767 acre tract to the Northwest corner of said 1.0888 acre tract and an interior corner of the herein described tract, from which a found 5/8-inch iron rod bears S 84°24' W, 1.37 feet;

THENCE, S 01°38'43" E, a distance of 151.23 feet along and with the West line of said 1.0888 acre tract and continuing along an interior line of said 7.767 acre tract to the **POINT OF BEGINNING** and containing 13.88 acres (604,797 square feet) of land.