Docusign Envelope ID: 879A9191-56D6-8BCF-81DC-C89F36FE36FD

STATE OF TEXAS
COUNTY OF WALLER

TERMINATION OF CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND TWINWOOD INDUSTRIAL OWNER, LLC.

WHEREAS, Waller County, Texas ("County") and Twinwood Industrial Owner, LLC ("Owner") entered into a Tax Abatement Agreement on June 14, 2023 ("Agreement"), which is identified as Contract ID# 230614-11a and is attached hereto and incorporated herein as Exhibit 1;

WHEREAS, Building 1 was not constructed because of construction delays and market conditions that resulted from impacts of COVID-19 related supply chain issues and other secondary impacts;

WHEREAS, Owner now wishes to terminate the Agreement; and

NOW, THEREFORE the parties hereto mutually agree as follows:

1. The above stated recitals are incorporated into this Termination.
2. The County and Owner hereby terminate the tax abatement agreement entered into between the parties on June 14, 2023 and having contract ID 230614-11a.
3. The Agreement is terminated effective as of September 30, 2026.
4. No other amendments or modifications to the Agreement are hereby made.
5. Signatories represent and warrant that they have the authority to bind the respective parties.

[Signature page follows]

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IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed by their authorized officers or representatives as of the date of signature.

WALLER COUNTY, TEXAS
a political subdivision of the State of Texas

Carbett "Trey" J. Duhon, III
County Judge

Date

ATTEST

Debbie Hollan
County Clerk

Date

TWINWOOD INDUSTRIAL OWNER, LLC
a Delaware limited liability company

Signed by:
Todd King
6D4B0B1BAFF7412...

Todd King
Partner

9/24/2026
Date

Signed by:
Riley Hix
BDB9707C992B45D...

Riley Hix
Development Manager, Twinwood Industrial Owner, LLC

9/24/2026
Date

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 Twinwood Industrial Owner, LLC, as of June 14, 2023.

RECITALS:

WHEREAS, on February 28, 2018 the COUNTY passed an Order establishing Twinwood Business Park as a Reinvestment Zone, and on December 22, 2021 the COUNTY amended the Order to rename the Reinvestment Zone as Waller County Twinwood Business Park Reinvestment Zone 12, both of which are included in Exhibit "C," for commercial/industrial tax abatement purposes ("ORDER"), as authorized by Texas Tax Code Chapter 312; and

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

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

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

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

WHEREAS, OWNER owns the PREMISES or has the PREMISES under contract.

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(S) (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 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 "B" which is attached hereto and incorporated herein. Notwithstanding the foregoing, OWNER may amend EXHIBIT "B" with the prior written approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned, or delayed.

   a. The IMPROVEMENTS, as referenced in Exhibit "B," for Building 1, located at 2282 Discovery Hills Parkway, Brookshire, Texas 77423, shall be completed by the end of Year (1) and will cost an estimated $5,000,000.

   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, of YEAR 1 as defined in section 12.a., including the value of any partially completed IMPROVEMENTS.

    a. If there are no IMPROVEMENTS on the PREMISES on January 1, of YEAR 1 as defined in section 12.a., 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, of YEAR 1 as defined in section 12.a..

    b. Beginning January 1, of YEAR 1 as defined in section 12.a., 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 render the PREMISES for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions.

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, of YEAR 2 as defined in section 12.a.. In such an event, OWNER is fully liable for all ad valorem property taxes owed to COUNTY beginning January 1, 2027/Year (3).

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. Nothing in this AGREEMENT shall affect OWNER'S right to protest and/or contest any taxes assessed on the PREMISES and any and all IMPROVEMENTS, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of OWNER'S protest, the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded 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 "B," 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:

Carbett "Trey" J. Duhon III
County Judge
836 Austin Street, Suite 203
Hempstead, Texas 77445

Twinwood Industrial Owner, LLC
1300 W. Sam Houston Pkwy S.
Suite 225
Houston, Texas 77042

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 June 14, 2023, 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.

This AGREEMENT is being executed as of June 14, 2023.

Attest:

Debbie Hollan
County Clerk

COUNTY OF WALLER

Carbett "Trey" J. Duhon III
Waller County Judge

Twinwood Industrial Owner, LLC,
a Delaware limited liability company.

By: TWINWOOD INDUSTRIAL VENTURE, LLC,
a Delaware limited liability company,
its Sole Member

By: TWINWOOD INDUSTRIAL PG, LLC,
a Delaware limited liability company,
its Managing Member

By: PDC HOUSTON LPIV, LLC
a Delaware limited liability company,
its Manager

By: Todd King
Local partner

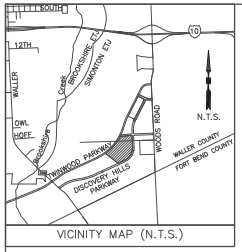
Todd King
Twinwood Industrial Owner, LLC
11750 Katy Freeway
Suite 420
Houston, Texas 77079

EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE OR SITE PLAN

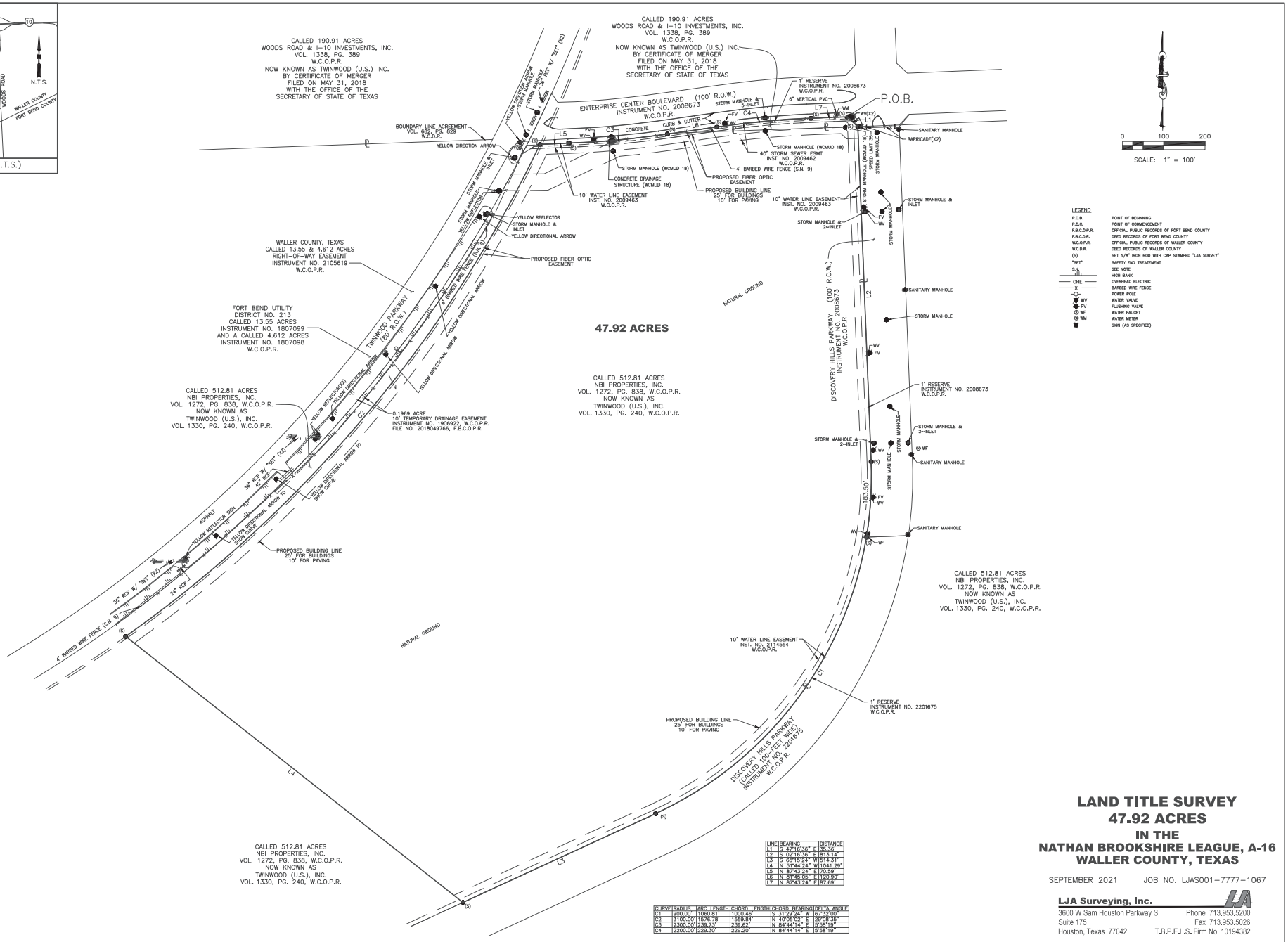
Attach copy of plat and legal description (generally available from Title Company at closing) and a site plan showing the location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the 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

Please provide a clear copy of the plat, site plan and 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.



VICINITY MAP (N.T.S.)



LINE	BEARING	DISTANCE
L1	S 47°15'35" E	35.36'
L2	S 02°16'35" E	813.14'
L3	S 65°15'24" W	514.31'
L4	N 51°44'24" W	1041.29'
L5	N 87°43'24" E	70.59'
L6	N 81°45'05" E	1120.80'
L7	N 87°43'24" E	87.69'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	900.00'	1060.83'	1000.46'	S 31°29'24" W	67°32'00"
C2	3100.00'	1576.78'	1559.84'	N 40°09'02" E	29°08'35"
C3	2300.00'	239.73'	239.60'	N 84°44'14" E	5°58'19"
C4	2200.00'	229.30'	229.20'	N 84°44'14" E	5°58'19"

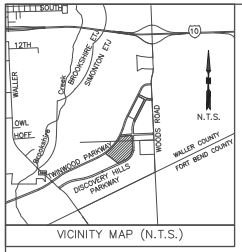
LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
F.B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
F.B.C.D.R.	DEED RECORDS OF FORT BEND COUNTY
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
W.C.D.R.	DEED RECORDS OF WALLER COUNTY
(S)	SET 5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY"
"SET"	SAFETY END TREATEMENT
S.N.	SEE NOTE
	HIGH BANK
OHE	OVERHEAD ELECTRIC
X	BARBED WIRE FENCE
	POWER POLE
WV	WATER VALVE
FV	FLUSHING VALVE
WF	WATER FAUCET
WM	WATER METER
	SIGN (AS SPECIFIED)

LAND TITLE SURVEY
47.92 ACRES
IN THE
NATHAN BROOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382



VICINITY MAP (N.T.S.)

NOTES:

1. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 4204.

2. THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. FTH-18-FAH22001761TW, HAVING AN EFFECTIVE DATE OF MARCH 20, 2022, AND AN ISSUED DATE OF MARCH 28, 2022. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION,):

B. INTENTIONALLY DELETED.

C. STORM SEWER EASEMENT GRANTED TO WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 18 BY INSTRUMENT RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 2009462 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

D. WATER LINE EASEMENT GRANTED TO WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 18 BY INSTRUMENT RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 2009463 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

E. TEMPORARY DRAINAGE EASEMENT GRANTED TO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 213 BY INSTRUMENTS RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 1906922 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AND COUNTY CLERK'S FILE NO. 2018049766 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, AND SHOWN ON PLAT RECORDED IN/UNDER FILE NO. 2008673 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. PARTIALLY RELEASED AS TO A 0.4561 ACRE TRACT BY INSTRUMENT DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 UNDER COUNTY CLERK FILE NO. 2112566 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

F. ONE FOOT (1') RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE AND END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR REPLATTED IN A RECORDED PLAT, THE ONE FOOT (1') RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE SHALL REVERT TO DEDICATOR, AS SET FORTH BY PLAT RECORDED IN/UNDER FILE NO. 2008673 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, SAID RESERVES ABUTTING AND PARALLEL TO THE NORTHERLY, NORTHEASTERLY AND A PORTION OF THE EASTERLY PROPERTY LINES. (AS SHOWN HEREON)

G. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF SHELL PIPE LINE CORPORATION AS SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME 105, PAGE 464 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, PARTIALLY ASSIGNED BY VOLUME 508, PAGE 297; VOLUME 624, PAGE 196 AND VOLUME 674, PAGE 197 AND ASSIGNED TO COPANO NGL SERVICES, L.P. BY VOLUME 696, PAGE 793 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (BLANKET BY NATURE)

H. EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO WALLER COUNTY MUNICIPAL UTILITY DISTRICT NO. 18, FOR WATER LINE EASEMENT, RECORDED ON DECEMBER 8, 2021, AS DOCUMENT NO, COUNTY CLERK FILE NO. 2114554 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, AFFECTS AS SET FORTH AND DESCRIBED THEREIN. SAID EASEMENT ALSO REFLECTED ON THE MAP AND DEDICATION OF TWINWOOD BUSINESS PARK PHASE 5 STREET DEDICATION RECORDED UNDER COUNTY CLERK FILE NO. 2201675 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (AS SHOWN HEREON)

I. ALL THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS IN CONNECTION WITH SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS SAME ARE SET FORTH IN INSTRUMENT RECORDED IN/UNDER VOLUME 391, PAGE 5, VOLUME 433, PAGE 606 AND VOLUME 655, PAGE 525, AS AMENDED BY COUNTY CLERK'S FILE NO. 2011380, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND UNDER COUNTY CLERK'S FILE NO. 2000040086 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. SURFACE RIGHTS WAIVED AS SET FORTH THEREIN. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (AS TO A PORTION OF SUBJECT PROPERTY) (DRILL SITE AND ACCESS DO NOT AFFECT SUBJECT TRACT, OTHER RIGHTS ARE NOT A SURVEY ITEM)

J. INTENTIONALLY DELETED.

L. ALL TERMS, CONDITIONS, AND PROVISIONS OF THE ORDER EXCLUDING CERTAIN LANDS FROM THE DISTRICT, RECORDED IN/UNDER COUNTY CLERK'S FILE NO. 2102096 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. (NOT A SURVEY ITEM)

M. INTENTIONALLY DELETED.

N. ALL CHARGES, LIENS, AND ASSESSMENTS PAYABLE TO TWINWOOD COMMERCIAL ASSOCIATION, INC., INCLUDING THAT LIEN TO SECURE THE PAYMENT THEREOF, RECORDED IN/UNDER CLERK'S FILE NO. 1801631 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND CLERK'S FILE NO. 2019091855 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. THIS LIEN BEING SUBORDINATE TO ALL FIRST MORTGAGE LIENS FOR PURCHASE AND/OR IMPROVEMENTS, AND/OR ANY RENEWAL, EXTENSION, REARRANGEMENT OR REFINANCING THEREOF. (NOT A SURVEY ITEM)

O. COVENANTS, CONDITIONS AND RESTRICTIONS, SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1178, PAGE 480, IN VOLUME 1278, PAGE 311, VOLUME 1278, PAGE 314, VOLUME 1288, PAGE 33; VOLUME 1290, PAGE 507 AND COUNTY CLERK'S FILE NOS. 1708571 AND 2100596 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS, TOGETHER WITH TRANSFER FEES SET FORTH THEREIN. THIS INSTRUMENT INCLUDES PROVISIONS PURPORTING TO CREATE A LIEN ON THE LAND PAYABLE UPON EACH TRANSFER OF THE LAND. NOTWITHSTANDING ANY COVERED RISK, POLICY PROVISION, OR ENDORSEMENT TO THE CONTRARY, THIS POLICY DOES NOT INSURE AGAINST AND EXCEPTS ALL LOSS OR DAMAGE DUE TO THE FAILURE TO PAY ANY FEES, AMOUNTS, OR ASSESSMENTS: (A) ON ANY PRIOR TRANSFERS OF TITLE; (B) ON THE CURRENT CONVEYANCE OF TITLE; AND (C) ON ANY FUTURE TRANSFERS OF TITLE. COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THIS POLICY BY REASON OF THE ENFORCEMENT OF SAID RIGHTS AS TO THE LAND. COMPANY AGREES TO PROVIDE DEFENSE TO THE INSURED IN ACCORDANCE WITH THE TERMS OF THIS POLICY IF SUIT IS BROUGHT AGAINST THE INSURED TO ENFORCE SAID RIGHTS AS TO THE LAND. (NOT A SURVEY ITEM)

3. MINERAL INTERESTS WERE NOT INVESTIGATED AS A PART OF THIS SURVEY.

4. THIS SURVEY DOES NOT DETERMINE THE LOCATION OF WETLANDS, FAULT LINES, OR OTHER ENVIRONMENTAL ISSUES SHOULD THEY EXIST.

5. THERE IS NO VISIBLE EVIDENCE OF BURIAL GROUNDS OR RECENT MAJOR EARTH WORK AT THE TIME OF THE SURVEY.

6. THE SURVEYED PROPERTY SHOWN HEREON HAS ACCESS TO DISCOVERY HILLS PARKWAY AND ENTERPRISE CENTER BOULEVARD BUT IS SUBJECT TO THE 1' RESERVE AS SHOWN ON INSTRUMENT NUMBERS 2008673, W.C.O.P.R. AND 2201675, W.C.O.P.R.

7. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0350E, EFFECTIVE DATE FEBRUARY 18, 2009, THE SUBJECT TRACT LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN). LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.

8. THE PROPOSED EASEMENTS AND RIGHT-OF-WAYS SHOWN HEREON ARE TO BE EXECUTED AT A FUTURE DATE. IF THESE ITEMS ARE NOT EXECUTED, THEY SHOULD BE CONSIDERED NON-EXISTENT. THIS SURVEY SHOULD BE REVISED TO REFLECT THE RECORDING INFORMATION OF THE PROPOSED ITEMS ONCE SAID DOCUMENTS HAVE BEEN RECORDED.

9. THE BARBED WIRE FENCES SHOWN HEREON WERE CONSTRUCTED BY TWINWOOD (U.S.), INC.

10. FIELDWORK WAS COMPLETED IN AUGUST OF 2021.

DESCRIPTION OF
47.92 ACRES

BEING 47.92 ACRES OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, OUT OF THAT CERTAIN CALLED 512.81 ACRE TRACT DESCRIBED IN THE DEED TO NBI PROPERTIES, INC. BY AN INSTRUMENT OF RECORD IN VOLUME 1272, PAGE 838, OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS (W.C.O.P.R.), SAID NBI PROPERTIES, INC. NOW KNOWN AS TWINWOOD (U.S.), INC. BY AN INSTRUMENT OF RECORD IN VOLUME 1330, PAGE 240, W.C.O.P.R. AND THAT CERTAIN CALLED 190.91 ACRE TRACT DESCRIBED IN THE DEED TO WOODS ROAD & I-10 INVESTMENTS, INC. BY AN INSTRUMENT OF RECORD IN VOLUME 1338, PAGE 389, W.C.O.P.R., SAID WOODS ROAD & I-10 INVESTMENTS NOW KNOWN AS TWINWOOD (U.S.) INC. BY CERTIFICATE OF MERGER FILED ON MAY 31, 2018 WITH THE OFFICE OF THE SECRETARY OF STATE OF TEXAS, SAID 47.92 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 'LJA SURVEY' SET AT THE NORTHWESTERLY END OF THE CUTBACK CORNER AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ENTERPRISE CENTER BOULEVARD (CALLED 100-FEET WIDE) AS SHOWN ON TWINWOOD BUSINESS PARK PHASE 3 STREET DEDICATION, A SUBDIVISION OF RECORD UNDER FILE NUMBER 2008673, W.C.O.P.R. AND THE WEST RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY (CALLED 100-FEET WIDE) AS SHOWN ON SAID TWINWOOD BUSINESS PARK PHASE 3 STREET DEDICATION AND TWINWOOD BUSINESS PARK PHASE 5 STREET DEDICATION, A SUBDIVISION OF RECORD UNDER FILE NUMBER 2201675, W.C.O.P.R.;

THENCE, SOUTH 47° 16' 36" EAST, ALONG SAID CUTBACK LINE, 35.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR THE SOUTHEASTERLY END OF SAID CUTBACK CORNER;

THENCE, SOUTH 02° 16' 36" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DISCOVERY HILLS PARKWAY, 813.14 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 1,060.81 FEET CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 67° 32' 00", AND A CHORD WHICH BEARS SOUTH 31° 29' 24" WEST, 1,000.46 FEET TO A POINT FOR CORNER (AT 183.50 FEET PASS A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' PREVIOUSLY SET FOR THE COMMON WEST CORNER OF SAID TWINWOOD BUSINESS PARK PHASE 3 STREET DEDICATION AND SAID TWINWOOD BUSINESS PARK PHASE 5 STREET DEDICATION);

THENCE, SOUTH 65° 15' 24" WEST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 514.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER;

THENCE, NORTH 51° 44' 24" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, 1,041.29 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER, THE BEGINNING OF A NON-TANGENT CURVE;

THENCE, 1,576.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,100.00 FEET, A CENTRAL ANGLE OF 29° 08' 35", AND A CHORD WHICH BEARS NORTH 40° 05' 02" EAST, 1,559.84 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER IN THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF ENTERPRISE CENTER BOULEVARD;

THENCE, NORTH 87° 43' 24" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ENTERPRISE CENTER BOULEVARD, 70.59 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER, THE BEGINNING OF A TANGENT CURVE;

THENCE, 239.73 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,300.00 FEET, A CENTRAL ANGLE OF 05° 58' 19", AND A CHORD WHICH BEARS NORTH 84° 44' 14" EAST, 239.62 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER;

THENCE, NORTH 81° 45' 05" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 120.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER, THE BEGINNING OF TANGENT A CURVE;

THENCE, 229.30 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,200.00 FEET, A CENTRAL ANGLE OF 05° 58' 19", AND A CHORD WHICH BEARS NORTH 84° 44' 14" EAST, 229.20 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED 'LJA SURVEY' SET FOR CORNER;

THENCE, NORTH 87° 43' 24" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 87.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 47.92 ACRES OF LAND.

SURVEYOR'S CERTIFICATE

I AARON G. FERGUSON, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY TO TWINWOOD (U.S.), INC., TWINWOOD INDUSTRIAL OWNER, LLC, MCPP HOLDINGS, LLC, METLIFE CORE PLUS PARTNERS, LLC, FIDELITY NATIONAL TITLE INSURANCE COMPANY, TWINWOOD INDUSTRIES PG, LLC, PDC HOUSTON LPIV LLC, AND MOYE WHITE, LLP THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE FOR A CATEGORY 1A CONDITION 2 SURVEY, LAND TITLE SURVEY.

THE UNDERSIGNED REGISTERED PUBLIC SURVEYOR (THE "SURVEYOR") HEREBY CERTIFIES THAT (A) THIS PLAT OF SURVEY AND THE PROPERTY DESCRIPTION SET FORTH HEREON ARE TRUE AND CORRECT AND PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE REAL PROPERTY (THE "PROPERTY") SHOWN HEREON; (B) SUCH SURVEY WAS CONDUCTED BY THE SURVEYOR, OR UNDER HIS SUPERVISION; (C) ALL MONUMENTS, SHOWN HEREON ACTUALLY EXIST, AND THE LOCATION, SIZE AND TYPE OF MATERIAL THEREOF ARE CORRECTLY SHOWN; (D) EXCEPT AS SHOWN HEREON, THERE ARE NO VISIBLE ENCROACHMENTS ONTO THE PROPERTY OR PROTRUSIONS THEREFROM, THERE ARE NO IMPROVEMENTS ON THE PROPERTY; THERE ARE NO VISIBLE EASEMENTS OR RIGHTS-OF-WAY ON THE PROPERTY AND THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA OR BOUNDARY LINE CONFLICTS; (E) THE SIZE, LOCATION AND TYPE OF IMPROVEMENTS ARE AS SHOWN HEREON AND ALL ARE LOCATED WITHIN THE BOUNDARIES OF THE PROPERTY AND ARE SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED; (F) THE DISTANCE FROM THE NEAREST INTERSECTING STREET OR ROAD IS AS SHOWN; (G) THE PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY; (H) ALL RECORDED EASEMENTS AND OTHER EXCEPTIONS, AS NOTED IN THE TITLE COMPANY'S COMMITMENT FOR TITLE INSURANCE, GF NUMBER FTH-18-FAH22001751TW, WITH AN EFFECTIVE DATE OF MARCH 20, 2022 (THE "TITLE COMMITMENT"), HAVE BEEN CORRECTLY PLATTED HEREON; (I) THE BOUNDARIES, DIMENSIONS, AND OTHER DETAILS SHOWN HEREON ARE TRUE AND CORRECT; AND (J) THE PROPERTY IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN OR IN AN IDENTIFIED "FLOOD-PRONE AREA", AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN-DEVELOPMENT, PURSUANT TO THE FLOOD DISASTER PROTECTION ACT OF 1973, AS AMENDED, AS REFLECTED BY THE FLOOD INSURANCE RATE MAP PANELS REFLECTED IN THE NOTES OF THIS SURVEY, WHICH SUCH MAP PANEL COVERS THE AREA IN WHICH THE PROPERTY IS SITUATED.

THE SURVEYOR EXPRESSLY UNDERSTANDS AND AGREES THAT THIS CERTIFICATE WILL BE RELIED UPON BY THE CERTIFIED PARTIES LISTED HEREIN AND THE CONSIDERATION PAID TO THE SURVEYOR FOR THE PREPARATION AND CERTIFICATION OF SUCH SURVEY HAS BEEN PAID, IN PART, FOR THE BENEFIT OF SUCH CERTIFIED PARTIES AND IN ANTICIPATION OF THEIR RELIANCE HEREON.

4/6/22

AARON G. FERGUSON, RPLS, PLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6601
SEPTEMBER 14, 2021

STATE OF TEXAS
AARON G. FERGUSON
6601
SURVEYOR

REVISED SEPTEMBER 16, 2021 PER TITLE COMPANY COMMENTS

REVISED OCTOBER 21, 2021 TO REFLECT UPDATED TITLE COMMITMENT, ADD DESCRIPTION TO THE FACE OF THE SURVEY, AND TO REVISE THE CERTIFICATION

REVISED NOVEMBER 1, 2021 TO REMOVE NEWLY ABANDONED TEMPORARY DRAINAGE EASEMENT

REVISED JANUARY 7, 2022 TO REFLECT UPDATED TITLE COMMITMENT AND ADD NEWLY RECORDED WATER LINE EASEMENT

REVISED APRIL 5, 2022 TO REFLECT NEW TITLE COMMITMENT, UPDATE CERTIFICATION, AND TO MAKE GENERAL REVISIONS

LAND TITLE SURVEY
47.92 ACRES
IN THE
NATHAN BROOKSHIRE LEAGUE, A-16
WALLER COUNTY, TEXAS

SEPTEMBER 2021 JOB NO. LJAS001-7777-1067

LJA Surveying, Inc.
3600 W Sam Houston Parkway S Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

S:\Sectors\Survey\Projects\LJAS001\7777\1067\08 CAD\Rev 5 - Parcel1.txt (045823).dwg 4/6/2022

Revised April 5, 2022
September 14, 2021
Job No. 7777-1134

DESCRIPTION OF
47.92 ACRES

Being 47.92 acres of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, out of that certain called 512.81 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), said NBI Properties, Inc. now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. and that certain called 190.91 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., said Woods Road & I-10 Investments now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, said 47.92 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 “LJA SURVEY” set at the northwesterly end of the cutback corner at the intersection of the south right-of-way line of Enterprise Center Boulevard (called 100-feet wide) as shown on Twinwood Business Park Phase 3 Street Dedication, a subdivision of record under File Number 2008673, W.C.O.P.R. and the west right-of-way line of Discovery Hills Parkway (called 100-feet wide) as shown on said Twinwood Business Park Phase 3 Street Dedication and Twinwood Business Park Phase 5 Street Dedication, a subdivision of record under File Number 2201675, W.C.O.P.R.;

Thence, South 47° 16' 36" East, along said cutback line, 35.36 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for the southeasterly end of said cutback corner;

Thence, South 02° 16' 36" East, along the west right-of-way line of said Discovery Hills Parkway, 813.14 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner, the beginning of a tangent curve;

Thence, 1,060.81 feet continuing along said west right-of-way line and the arc of a tangent curve to the right, having a radius of 900.00 feet, a central angle of 67° 32' 00", and a chord which bears South 31° 29' 24" West, 1,000.46 feet to a point for corner (at 183.50 feet pass a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the common west corner of said Twinwood Business Park Phase 3 Street Dedication and said Twinwood Business Park Phase 5 Street Dedication);

Thence, South 65° 15' 24" West, continuing along said west right-of-way line, 514.31 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, North 51° 44' 24" West, departing said west right-of-way line, 1,041.29 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a non-tangent curve;

Thence, 1,576.78 feet along the arc of a non-tangent curve to the left, having a radius of 3,100.00 feet, a central angle of 29° 08' 35", and a chord which bears North 40° 05' 02" East, 1,559.84 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner in the aforementioned south right-of-way line of Enterprise Center Boulevard;

Thence, North 87° 43' 24" East, along the south right-of-way line of said Enterprise Center Boulevard, 70.59 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a tangent curve;

Thence, 239.73 feet continuing along said south right-of-way line and the arc of a tangent curve to the left, having a radius of 2,300.00 feet, a central angle of 05° 58' 19", and a chord which bears North 84° 44' 14" East, 239.62 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

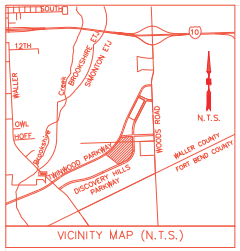
Thence, North 81° 45' 05" East, continuing along said south right-of-way line, 120.90 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner, the beginning of tangent a curve;

Thence, 229.30 feet continuing along said south right-of-way line and the arc of a tangent curve to the right, having a radius of 2,200.00 feet, a central angle of 05° 58' 19", and a chord which bears North 84° 44' 14” East, 229.20 feet to a 5/8-inch iron rod with cap stamped “LJA SURVEY” set for corner;

Thence, North 87° 43' 24" East, continuing along said south right-of-way line, 87.69 feet to the POINT OF BEGINNING and containing 47.92 acres of land.

LJA Surveying, Inc.





VICINITY MAP (N.T.S.)

CALLED 190.91 ACRES
WOODS ROAD & I-10 INVESTMENTS, INC.
VOL. 1338, PG. 389
W.C.O.P.R.
NOW KNOWN AS TWINWOOD (U.S.) INC.
BY CERTIFICATE OF MERGER
FILED ON MAY 31, 2018
WITH THE OFFICE OF THE
SECRETARY OF STATE OF TEXAS

ENTERPRISE CENTER BOULEVARD (VARIABLE WIDTH)

ENTERPRISE CENTER

N87°43'24"E 87.69'

15.82 ACRES –P.O.B.

PS)

N87°43'24"E 7

0 100 200

SCALE: 1" = 100'

15.82 ACRES
(689,045 SQ FT)

FUTURE BUILDING 5

CALLED 9.338 ACRES
SNMM PROPERTY, LLC
INSTRUMENT NO. 2202301
W.C.O.P.R.

FORT BEND UTILITY
DISTRICT NO. 213
CALLED 13.55 ACRES
INSTRUMENT NO. 1807099
AND A CALLED 4.612 ACRES
INSTRUMENT NO. 1807098
W.C.O.P.R.

TWINWOOD PARKWAY

CALLED 512.81 ACRES
NBI PROPERTIES, INC.
VOL. 1272, PG. 838, W.C.O.P.R.
NOW KNOWN AS
TWINWOOD (U.S.), INC.
VOL. 1330, PG. 240, W.C.O.P.R.

118 PARKING
SPEC OFFICE
BUILDING 3
TRUCK COURT
12 O.H. DOORS
TRUCK RAMP W/ SCREEN WALL
3 TRAILER STORAGE
40' COMMON DRIVE
5@ X 55' TYP BAY SIZE W/ 60' SPEED BAY AT TRUCK COURT
128 PARKING
BUILDING 4
21 PARKING
BUILDING 1
BUILDING 2
29 PARKING
ENTRY

32.10 ACRES
(1,398,395 SQ. FT.)

PS

S)

(PS)

N87°43'24"W 1041.29'

FIRE LANE/AERIAL APPARATUS

CALLED 24.16 ACRES
URBAN TRUST, LP
INSTRUMENT NO. 2203936
W.C.O.P.R.

DISCOVERY HILLS PKWY.

CALLED 512.81 ACRES
NBI PROPERTIES, INC.
VOL. 1272, PG. 838, W.C.O.P.R.
NOW KNOWN AS
TWINWOOD (U.S.), INC.
VOL. 1330, PG. 240, W.C.O.P.R.

CALLED 29.67 ACRES
CLAY PARTNERS – TWINWOOD
DISTRIBUTION #
INSTRUMENT NO. 22
W.C.O.P.R.

32.10 ACRES– P.O.B.

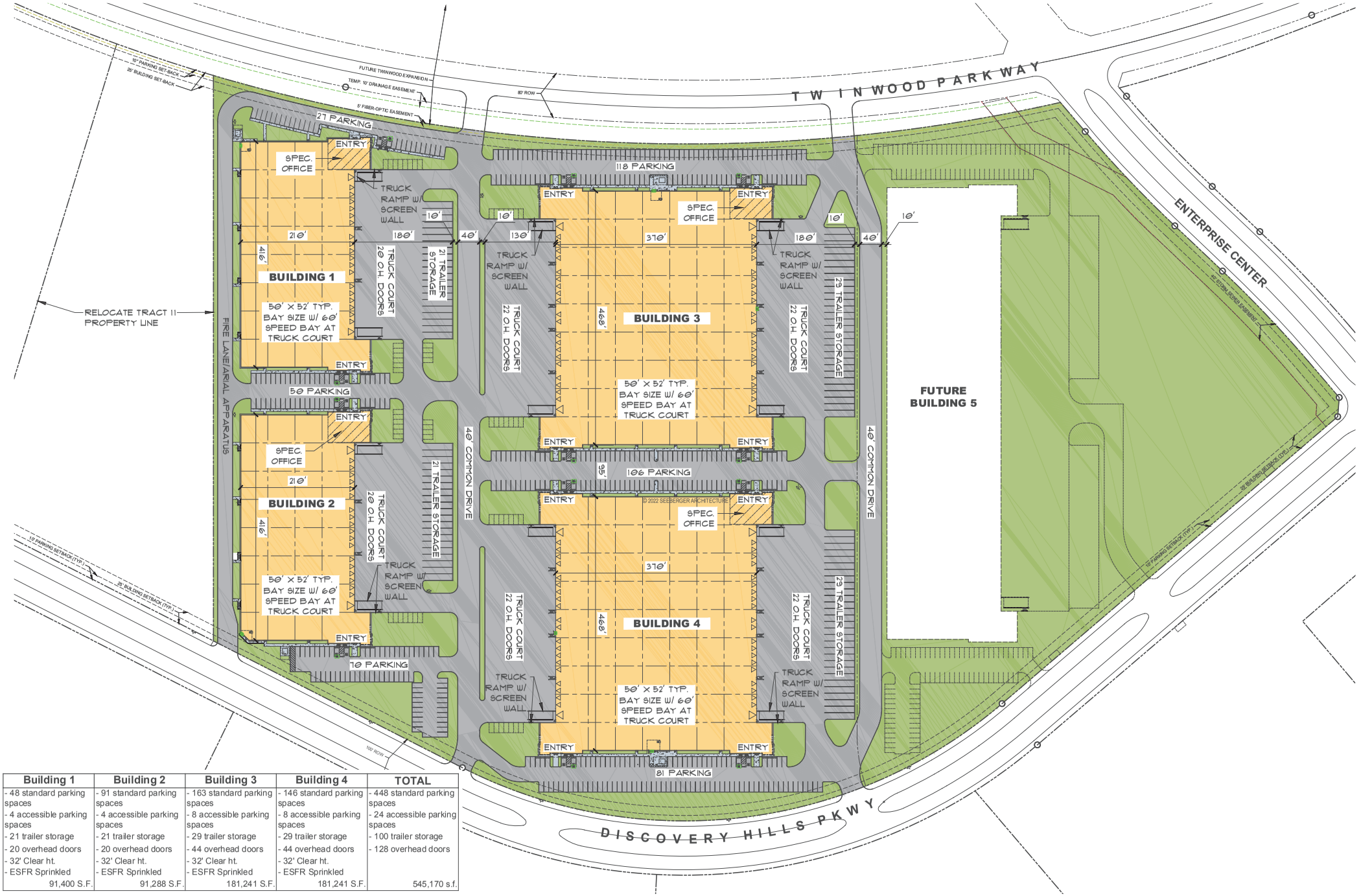
PANATTONI

Twinwood Industrial Buildings - Phase I
TIA ALTERNATE 3
Twinwood Business Park - Brookshire, TX

2202021 TIA ALTERNATE V3.DWG
DATE: 08-15-2022
JOB NUMBER: 2202021
SCALE: 1" = 40'

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

EXHIBIT OF PANATTONI TRACT



Building 1	Building 2	Building 3	Building 4	TOTAL
- 48 standard parking spaces	- 91 standard parking spaces	- 163 standard parking spaces	- 146 standard parking spaces	- 448 standard parking spaces
- 4 accessible parking spaces	- 4 accessible parking spaces	- 8 accessible parking spaces	- 8 accessible parking spaces	- 24 accessible parking spaces
- 21 trailer storage	- 21 trailer storage	- 29 trailer storage	- 29 trailer storage	- 100 trailer storage
- 20 overhead doors	- 20 overhead doors	- 44 overhead doors	- 44 overhead doors	- 128 overhead doors
- 32' Clear ht.	- 32' Clear ht.	- 32' Clear ht.	- 32' Clear ht.	
- ESFR Sprinkled	- ESFR Sprinkled	- ESFR Sprinkled	- ESFR Sprinkled	
91,400 S.F.	91,288 S.F.	181,241 S.F.	181,241 S.F.	545,170 s.f.

SEEBERGER ARCHITECTURE

Katy - Twinwood Industrial Buildings - Phase I

OVERALL SITE PLAN

Twinwood Business Park - Brookshire, TX

Exhibit 1, p. 019

PANATTONI®

222021 TWINWOOD MARKETING V2.DWG

DATE: 07/13-2022

JOB NUMBER: 222021

© 2022 SEEBERGER ARCHITECTURE

SCALE: 1" = 60'-0"

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY THAT QUALIFY FOR ABATEMENT

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

Real Property Improvements (does not include land):
"Real Property" real property improvements, as designated by the Waller County Appraisal District, are any buildings, including any buildings that are built on skids or portable buildings, parking areas, and any fences attached to the land. Do not include cost of detention.

Please attach a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value.

Real Property Improvements (Note you can replace the sample below with your own table or spreadsheet)

Description—Building 1	**Value**
Buildings	3,750,000
Driveways & Parking	1,450,000
Fencing	
Other Improvements	
Total	5,200,000

"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.

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

Please insert a spread sheet here with details of personal property. As specific types and models of equipment may be deemed a trade secret, you only need to provide classes of equipment and first-year values, not specific make, model, or serial numbers. However, the information must be sufficient enough for the appraisal district to match information here, which may ultimately included on an abatement agreement, with those on your personal property rendition form. The values listed here must not be less than the first-year value used on the annual property rendition form submitted to the appraisal district.

14

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

AMENDMENT TO ORDER DESIGNATING REINVESTMENT ZONE

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 22nd day of December, 2021, on motion made by Jones, Commissioner of Precinct No 3, and seconded by Smith, Commissioner of Precinct No 2, the following Order was adopted:

WHEREAS, on February 28, 2018, the Waller County Commissioners Court adopted an Order Designating a Reinvestment Zone ("Order") that designated the Twinwood Business Park property near Brookshire in Waller County, Texas as a Reinvestment Zone; and

WHEREAS, to comply with the recent requirements from the Texas Comptroller's Office, the Commissioners Court adopts the Amendment to Order Designating a Reinvestment Zone ("Amendment").

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

Section 1. That the Zone, as defined by the Order, shall be named Waller County Twinwood Business Park Reinvestment Zone 12; and

Section 2. That all other terms of the Order shall remain unchanged.

Signed this 22nd day of December, 2021.

CARBETT "TREY" J. DUHON III
County Judge

Absent

John Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No.

Justin Beckendorff
Commissioner, Precinct No. 4

10

STATE OF TEXAS | IN THE COMMISSIONERS COURT

COUNTY OF WALLER | OF WALLER COUNTY, TEXAS

ORDER DESIGNATING A REINVESTMENT ZONE
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 28th day of February, 2018, on motion made by Beckendorff, Commissioner of Precinct No 4, and seconded by Barnett, Commissioner of Precinct No 3, 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 ¾ of a mile south of I-10, west of and adjacent to Woods Road, northeast of FM 359 approximately 2.2 miles south of I-10 & FM 359, and north of the Waller/Fort Bend County line, 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

(U.S.), 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;

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 28th day of February, 2018;

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 28th day of February, 2018.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER JERON BARNETT
Precinct No. 3

COMMISSIONER RUSSELL KLECKA
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

February 8, 2018
Job No. 7777-2010

DESCRIPTION OF
410.9 ACRES

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

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

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

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

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

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

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

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

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

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

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;

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;

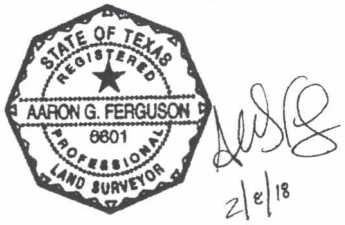
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood 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;

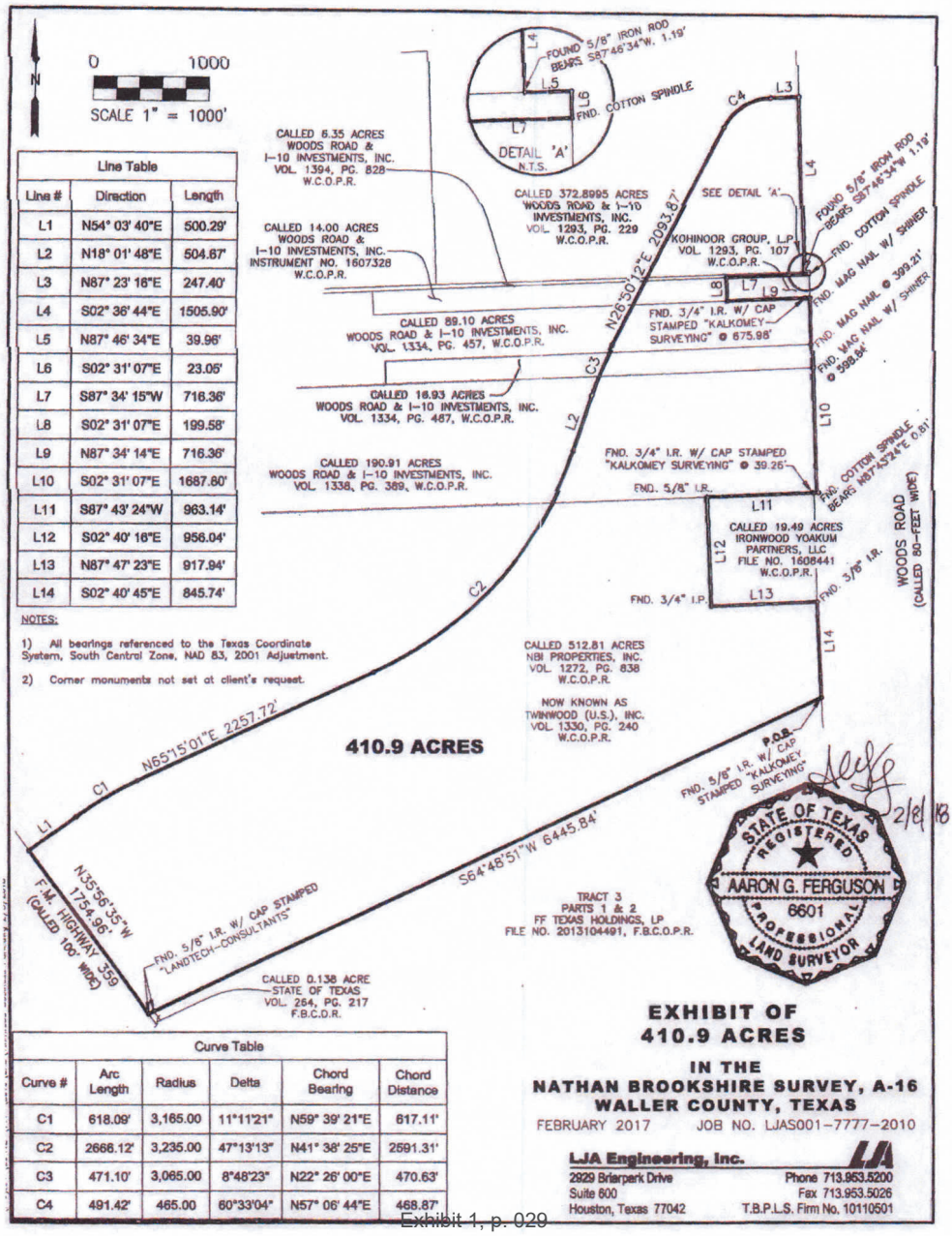
Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way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



2/8/18



Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.67'
L3	N87° 23' 16"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.96'
L6	S02° 31' 07"E	23.05'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment.

2) Corner monuments not set at client's request.

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	2666.12'	3,235.00	47°13'13"	N41° 38' 25"E	2591.31'
C3	471.10'	3,065.00	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	465.00	60°33'04"	N57° 06' 44"E	468.87'

EXHIBIT OF 410.9 ACRES

IN THE NATHAN BROOKSHIRE SURVEY, A-16 WALLER COUNTY, TEXAS

FEBRUARY 2017 JOB NO. LJAS001-7777-2010

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