

STATE OF TEXAS
COUNTY OF WALLER

**TERMINATION OF CHAPTER 312 TAX ABATEMENT AGREEMENT BETWEEN
WALLER COUNTY, TEXAS, APEX AG CHEM, INC., PENINSULA DEVELOPMENT,
INC., AND PLATEAU PRODUCTS, INC.**

WHEREAS, Waller County, Texas ("County"), APEX Ag Chem, Inc. ("APEX"), Peninsula Development, Inc. ("Peninsula"), and Plateau Products, Inc. ("Plateau") entered into a Tax Abatement Agreement on August 3, 2022 ("Agreement"), which is identified as Contract ID# 220803-06 and is attached hereto and incorporated herein as Exhibit 1;

WHEREAS, APEX, Peninsula, and Plateau sold the property subject to the Agreement on March 15, 2024 to Rainbow Agro Supply Chain, LLC and Apex Agro, LLC; and

WHEREAS, APEX, Peninsula, and Plateau now wish to terminate the Agreement;

NOW, THEREFORE the parties hereto mutually agree as follows:

1. The above stated recitals are incorporated into this Termination.
2. The County, APEX, Peninsula, and Plateau hereby terminate the tax abatement agreement entered into between the parties on August 3, 2022 and having contract ID 220803-06.
3. The Agreement is terminated effective as of June 11, 2025.
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.

WALLER COUNTY, TEXAS

Carbett "Trey" J. DUHON III
County Judge

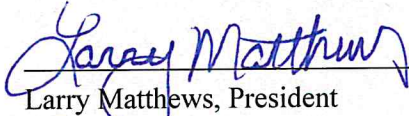
Date

Attest

Debbie Hollan
County Clerk

Date

APEX AG CHEM, INC.
APEX Ag Chem, Inc, a Texas corporation



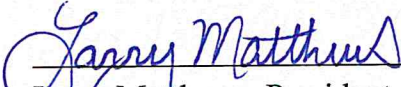
Larry Matthews, President

5-15-25

Date

PENINSULA DEVELOPMENT, INC.

Peninsula Development, Inc., a Texas corporation



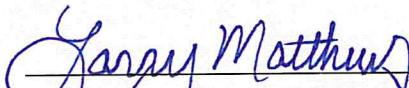
Larry Matthews, President

5-15-25

Date

PLATEAU PRODUCTS, INC.

Plateau Products, Inc., a Texas corporation



Larry Matthews, President

5-15-25

Date

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN
WALLER COUNTY, TEXAS AND
APEX AG CHEM, INC.,
PENINSULA DEVELOPMENT, INC., AND
PLATEAU PRODUCTS, INC.

This Agreement is entered into by and between the County of Waller, Texas ("COUNTY"), duly acting herein by and through the County Judge, and APEX Ag Chem, Inc., Peninsula Development, Inc., and Plateau Products, Inc. (collectively referred to as "OWNER"), which is the owner of the taxable real and personal property located within Waller County, Texas, and the area generally located within the Waller County Twinwood Business Park Reinvestment Zone 12, Brookshire, TX, a Reinvestment Zone ("REINVESTMENT ZONE"), on this the 3rd day of August, 2022.

RECITALS:

WHEREAS, on February 28, 2018, the COUNTY passed an Order designating TWINWOOD BUSINESS PARK as a Reinvestment Zone, which was renamed to WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12 by Commissioners Court Order on December 21, 2021, ("ORDERS") included in Exhibit "C," for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312; and

WHEREAS, the County has previously adopted Tax Abatement Policy Guidelines &

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

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

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

COVENANTS AND AGREEMENTS:

1. The property that is the subject of this Agreement shall be referred to as the “Premises”, and the Premises are described in Exhibit “A,” which is attached hereto and incorporated herein.
2. OWNER shall make or cause to be made real and personal property improvements (the “Improvements”) at the Premises, and the Improvements shall be of the kind, number, and location specifically described in Exhibit “B,” which is attached hereto and incorporated herein. In addition, OWNER shall install or maintain at the Premises a taxable value of the Improvement types described on Exhibit “B” hereto for purposes of allowing OWNER to operate the Premises as required in Section 3.
 - a. OWNER shall ensure the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.
 - b. OWNER shall have additional reasonable time to complete the Improvements in the event of “force majeure,” if OWNER is diligently and faithfully pursuing completion of the Improvements. “Force majeure” shall mean any contingency or

cause beyond the reasonable control of OWNER including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

3. OWNER shall, by YEAR 1 of the Abatement Period referenced in Section 9.a., and until the expiration of this Agreement, continuously operate and maintain the Premises as a manufacturing facility. If OWNER operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.
4. OWNER shall file the Forms 50-116, 50-141, 50-142, and any other required documentation, to verify personal property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the term of this Agreement for so long as the law requires annual application. Failure to do so will result in the termination of this Agreement.
5. OWNER shall, in writing in a form reasonably acceptable to both OWNER and the County and, until the expiration or termination of this Agreement, annually certify compliance with this Agreement, including the Employee requirements set forth herein.
6. EMPLOYEES: For the duration of this Agreement, OWNER shall employ an agreed number of persons as set forth below.
 - a. By the end of YEAR 1 of the Abatement Period, and continuing through December 31 of the final year of the Abatement Period, at least fifteen (15) Employees (as defined herein) must be employed at or based from the Premises, including 4 remote employees. The parties agree and understand that the number of Employees within a certain class may increase or decrease and that OWNER follow the Employee requirements so long as fifteen (15) Employees are employed during the

term of this Agreement, as described herein, regardless of the number of new Employees in each position.

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

and OWNER shall not be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific Employees.

7. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement Period and continuing each year thereafter, the Premises and any and all Improvements shall be appraised at market value effective January 1 of each tax year, including the value of any partially completed Improvements.
8. INVENTORY: Beginning with the YEAR 1 of the Abatement Period, and continuing during the term of the Agreement, OWNER shall maintain a minimum additional \$250,000 rendered taxable inventory value at the Premises, compared to the rendered taxable inventory value at the Premises for the year ended December 31, 2022 (the "Baseline Year"), as a result of the improvements listed in Exhibit "B." OWNER agrees to render the Personal Property for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. OWNER shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of OWNER tax documents to the County for the purpose of verifying rendered inventory values.
9. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes only for real and personal property Improvements for the Premises, which would otherwise be owed to the County shall be abated for a period of years, commencing January 1, 2023 and terminating December 31, 2027 ("Abatement Period").

- a. Said Abatement Period shall be only for qualifying real and personal property Improvements, referenced in Exhibit "B", in an amount equal to the percentages listed below:

YEAR 1 (2023)	- 100%
YEAR 2 (2024)	- 50%
YEAR 3 (2025)	- 50%
YEAR 4 (2026)	- 25%
YEAR 5 (2027)	- 25%

- b. The abatement percentages in Section 9(a) shall be applied only to the taxes assessed for each year during the Abatement Period on the value of the real and personal property Improvements only of the types shown on Exhibit "B."
- c. OWNER shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect OWNER's right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.
- d. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of OWNER's protest, the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded to the nearest whole number. For example, if the protest of the certified appraised value is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

10. OWNER shall be in default if any of the following occurs:
- a. Improvements are not installed in accordance with this Agreement as described in Exhibit "B", except where force majeure is provided under Section 2(b);
 - b. OWNER fails to employ the number of persons in accordance with this Agreement for any consecutive 90-day period, which would reduce the abatement by the same percentage as noted in Section 12;
 - c. OWNER fails to timely file annual renditions for the Premises and any and all Improvements or OWNER fails to file an annual application with the appraisal district for so long as the law requires such an application;
 - d. OWNER allows their ad valorem taxes owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;
 - e. OWNER operates the Premises in violation of public health and safety laws, or allows the Premises or any part thereof to become a public nuisance, as provided under the appropriate ordinances of Waller County, or the State of Texas;
 - f. For duration of the Abatement Period, if OWNER fails to maintain an additional minimum \$250,000 rendered taxable value of inventory at the Premises compared to the Baseline Year, as a result of the improvements listed in Exhibit B, then OWNER shall not be entitled to the abatement of property taxes for the year in which the default occurs.

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

under Section 10(a) and Section 10 (c-e) and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 11.

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

MISCELLANEOUS:

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

17. 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. The County agrees (i) to give OWNER notice of its intent to inspect the Premises a reasonable amount of time prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) OWNER shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. The County's inspections, if any, shall not constitute an acknowledgment or certification to OWNER, or any third party, that OWNER followed federal, state, or local laws or regulations.
18. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as

possible reflect the original terms of this Agreement. Any disputes regarding this agreement shall be litigated or mediated in Waller County, TX.

19. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on August 3, 2022, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.
20. All amendments and additions to this Agreement and its Exhibits must be approved by OWNER and the Waller County Commissioners Court.
21. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
22. Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.
23. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.
24. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto has relied upon any fact or representation not expressly set forth herein. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.

25. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.
26. OWNER shall endeavor to mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify OWNER of the request.
27. Any party hereto may request an estoppel certificate related to this project (each, a "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNER or other party designated by OWNER which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.
28. OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and OWNER shall be entitled to intervene in said litigation.
29. 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 203
Hempstead, Texas 77445

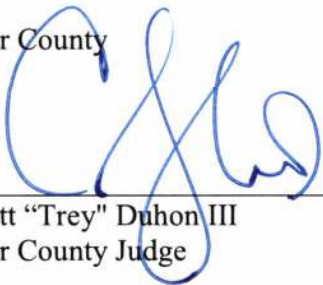
For APEX Ag Chem, Inc.:

Larry Matthews
P.O. Box 802427
Houston, TX 77280

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

This Agreement is being executed on August 3, 2022

Waller County



Carbett "Trey" Duhon III
Waller County Judge

AUG 03 2022

Date

ATTEST:

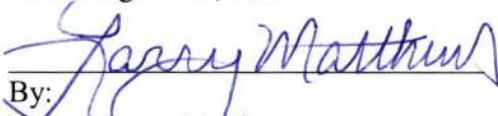


Debbie Hollan
Waller County Clerk

AUG 03 2022

Date

APEX Ag Chem, Inc.



By:
Name: Larry Matthews
Title: President

8-9-2022

Date

Peninsula Development, Inc.

By: Larry Matthews

Name: Larry Matthews

Title: President

8-9-2022
Date

Plateau Products, Inc.

By: Larry Matthews

Name: Larry Matthews

Title: President

8-9-2022
Date

DESCRIPTION OF
5.548 ACRES OF LAND

Being 5.548 acres of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in the 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.) and that certain called 6.35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., said Woods Road & I-10 Investments, Inc. 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 5.548 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" previously set for the south end of southeast cutback corner at the intersection of N Twinwood Center Drive (called 100' wide) and Discovery Hills Parkway (called 100' wide) as shown on Twinwood Business Park Phase 2 Street Dedication, a subdivision of record in Instrument Number 2008672, W.C.O.P.R.;

Thence, North $72^{\circ} 59' 34''$ East, along said southeast cutback, 34.63 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner on the south right-of-way line of said N Twinwood Center Drive, the beginning of a non-tangent curve;

Thence, 27.85 feet, continuing along said south right-of-way line and the arc of a non-tangent curve to the right, having a radius of 450.00 feet, a central angle of $03^{\circ} 32' 47''$, and a chord which bears South $57^{\circ} 29' 09''$ East, 27.85 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner;

Thence, South $55^{\circ} 42' 45''$ East, continuing along said south right-of-way line, 107.02 feet to 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner, the beginning of a tangent curve;

Thence, 256.34 feet along said south right-of-way line and the arc of a tangent curve to the left, having a radius of 450.00 feet, a central angle of $32^{\circ} 38' 19''$, and a chord which bears South $72^{\circ} 01' 54''$ East, 252.89 feet 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

5.548 Acres

May 4, 2022
Job No. LJAS001-7777-1071

Thence, South 46° 16' 39" East, continuing along said south right-of-way line, 36.11 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner in the west line of that certain called 0.7154 acre tract described in the deed to Waller County, Texas by an instrument of record in Instrument Number 2105042, W.C.O.P.R.;

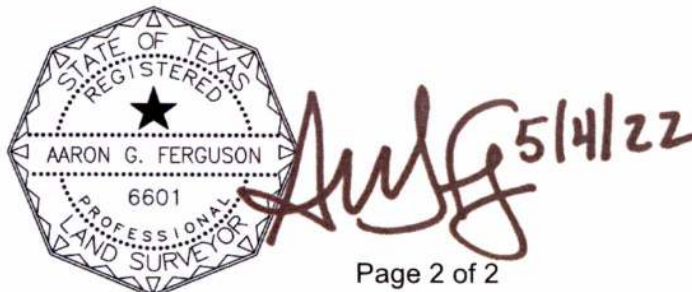
Thence, South 02° 36' 44" East, departing said south right-of-way line and along the west line of said 0.7154 acre tract, 301.93 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner on the north line of aforementioned 6.35 acre tract;

Thence, South 02° 31' 07" East, 23.26 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for corner on the south line of said 6.35 acre tract, common to the north that certain called 17.2825 acre tract described in the deed to Kohinoor Group, LP. by an instrument of record in Volume 1293, Page 107, W.C.O.P.R.;

Thence, South 87° 34' 15" West, along the north line of said 17.2825 acre tract and the north line of that certain called 14.00 acre tract conveyed to Woods Road & I-10 Investments, Inc. by instrument of record in File Number 1607328, W.C.O.P.R., common to the south line of said 6.35 acre tract, 691.32 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner in the east right-of-way line of the aforementioned Discovery Hills Parkway;

Thence, North 26° 50' 12" East, departing the north line of said 14.00 acre tract, common to the south line of said 6.35 acre tract, along said east right-of-way line, 585.30 feet to the POINT OF BEGINNING and containing 5.548 acres of land.

THIS METES AND BOUNDS DESCRIPTION IS ISSUED IN CONJUNCTION WITH A SURVEY BY LJA SURVEYING, INC. OF THE SAME CERTIFICATION DATA SHOWN HEREON, HEREBY REFERENCED AS PART 1 OF 2. PART 2 OF 2 IS THIS METES AND BOUNDS DESCRIPTION.



Page 2 of 2

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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	Value
Buildings	\$5,128,385
Driveways & Parking	included in above
Fencing	\$90,000
Other Improvements	
Total	\$5,218,385.00

“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)

INDOOR SITE 1

APEX Ag Chem existing \$165,877
Coating equipment, Scales, Tote fillers,
Bulkhead

APEX Ag Chem to be purchased
\$542,000 Mixer, Tanks, Tote
filler, Scale, Forklift,
Compressor, Pumps, Filters,
Valves

OUTDOOR SITE 2

Plateau Products, Inc
existing \$530,140 Valpress Ball Valve,
Automatic tote filler, Bluff Steel Truck,
Forklifts x3, Lab equipment, Tanks x 2,
Fans x 2, Mixer & Skid System,
Transfer pump, Hydro test equipment

Exhibit C

14

STATE OF TEXAS

IN THE COMMISSIONERS COURT

COUNTY OF WALLER

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:

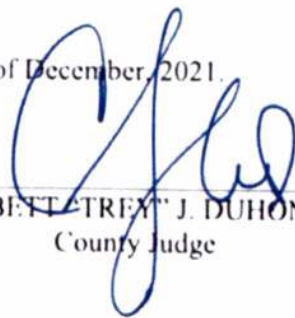
WHEREAS, on February 28, 2018, the Waller County Commissioners Court adopted an Order Designating a Reinvestment Zone ("Order") that designated the Twinwood Business Park property near Brookshire in Waller County, Texas as a Reinvestment Zone; and

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.

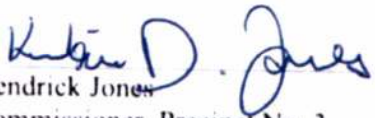
Signed this 22nd day of December, 2021.


CARBETT-TREY J. DUHON III
County Judge

Absent

John Amsler
Commissioner, Precinct No. 1


Walter Smith
Commissioner, Precinct No.


Kendrick Jones
Commissioner, Precinct No. 3


Justin Beckendorff
Commissioner, Precinct No. 4

STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS COURT
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 Beekendorff, 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 $\frac{3}{4}$ 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)

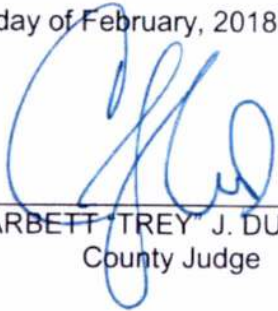
IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

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

Thence, North $35^{\circ} 56' 35''$ West, along the west line of said 512.81 acre tract, common to said northeast right-of-way line, 1,754.96 feet to a point for corner;

Thence, North $54^{\circ} 03' 40''$ East, departing said common line, 500.29 feet to a point for corner, the beginning of a tangent curve;

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

Thence, North $65^{\circ} 15' 01''$ East, 2,257.72 feet to a point for corner, the beginning of a tangent curve;

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

Thence, North $18^{\circ} 01' 48''$ East, 504.67 feet to a point for corner, the beginning of a tangent curve;

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

Thence, North $26^{\circ} 50' 12''$ East, 2,093.87 feet to a point for corner, the beginning of a tangent curve;

Thence, 491.42 feet along the arc of a tangent curve to the right, having a radius of 465.00 feet, a central angle of $60^{\circ} 33' 04''$, and a chord which bears North $57^{\circ} 06' 44''$ East, 468.87 feet to a point for corner;

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

Thence, South $02^{\circ} 36' 44''$ East, 1,505.90 feet to the southeast corner of said 372.8995 acre tract, common to the intersection of the north line of the aforementioned 6.35 acre tract and said west right-of-way line, from which a found 5/8-inch iron rod bears, South $87^{\circ} 46' 34''$ West, 1.19 feet;

Thence, North $87^{\circ} 46' 34''$ East, along the north line of said 6.35 acre tract, 39.96 feet to a point for corner in the centerline of said Woods Road;

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

Thence, South $87^{\circ} 34' 15''$ West, along the south line of said 6.35 acre tract, common to the north line of said Kohinoor Group tract, 716.36 feet to the northeast corner of the aforementioned 14.00 acre tract;

Thence, South $02^{\circ} 31' 07''$ East, along the east line of said 14.00 acre tract, 199.58 feet to the southeast corner of said 14.00 acre tract in a north line of the aforementioned 89.10 acre tract;

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

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

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

Thence, South $02^{\circ} 40' 16''$ East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

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

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

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



[Handwritten signature]
2/8/18

