

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN
WALLER COUNTY, TEXAS,
CIV FCD JORDAN RANCH, LLC., AND COLOPLAST MANUFACTURING US, LLC

This Agreement is entered into by and between the County of Waller, Texas (“COUNTY”), duly acting herein by and through the County Judge, CIV FCD Jordan Ranch, LLC, a Delaware limited liability company (“JORDAN RANCH”), and COLOPLAST MANUFACTURING US, LLC, a Minnesota limited liability company (“COLOPLAST”); (JORDAN RANCH AND COLOPLAST are referred to collectively as (“OWNERS”)), which are the owners of the taxable real and personal property located within Waller County, Texas, and the area located within the WALLER COUNTY WOODS JORDAN RANCH REINVESTMENT ZONE 14, (“REINVESTMENT ZONE”), on this the 20th day of February, 2024.

RECITALS:

WHEREAS, on 8th day of June, 2022 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement (“ORDER”), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit “C”; and

WHEREAS, the County has previously adopted Tax Abatement 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;

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. OWNERS shall make or cause to be made real property and personal property improvements (the “Improvements”) at the Premises, and the Improvements shall be of the kind, number, and location specifically described in Exhibit “A” and 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 “A,” and Exhibit “B” hereto for purposes of allowing OWNERS to operate the Premises as required in Section 3.
 - a. OWNERS 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. OWNERS shall have additional reasonable time to complete the Improvements in the event of “force majeure,” if OWNERS are diligently and faithfully pursuing completion of the Improvements. “Force majeure” shall mean any contingency or cause beyond the reasonable control of OWNERS including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

3. OWNERS 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 an assembly and distribution facility. If OWNERS operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.
4. OWNERS 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. OWNERS shall, in writing in a form reasonably acceptable to both OWNERS and the County and, until the expiration or termination of this Agreement, annually certify compliance with this Agreement, including the Employment requirements set forth herein.
6. EMPLOYEES: For the duration of this Agreement, COLOPLAST shall employ an agreed number of persons as set forth below.
 - a. By the end of YEAR 2 of the Abatement Period, and continuing through December 31 of the final year of the Abatement Period, at least forty-five (45) new Employees (as defined herein) must be employed at or based from the Premises. The parties agree and understand that the number of Employees within a certain job class may increase or decrease and that COLOPLAST will comply with the Employee requirements so long as forty-five (45) new Employees are employed during the term of this agreement, as described herein, regardless of the number of new Employees in each position. For purposes of calculating the number of new

Employees under this Section 6(a), the County shall use the number Employees employed by COLOPLAST as of the year ended December 31, 2025.

- b. An Employee is a person who (i) is an employee or contract employee of COLOPLAST and paid directly, or in the case of a contract employee, paid directly or indirectly, by COLOPLAST, 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 reasonably possible, and where there are qualified applicants living in Waller County, COLOPLAST shall make a good faith effort to employ such persons living in Waller County, Texas for its new employees. If COLOPLAST finds a resident of Waller County can be hired, but only after additional training, COLOPLAST 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. COLOPLAST, upon 48 hour prior request by the County, shall validate compliance with the terms of this Section 6 by allowing the County to review COLOPLAST'S records and documents on location at the Premises that are directly related to COLOPLAST'S 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, and the County shall not be permitted to photocopy any documentation. COLOPLAST 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 COLOPLAST'S business with such reviews, and COLOPLAST 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 YEAR 2 of the Abatement Period, and continuing during the term of the Agreement, COLOPLAST shall maintain a minimum \$45,000,000 rendered taxable inventory value at the Premises as a result of the improvements listed in Exhibit "B." COLOPLAST agrees to render its Personal Property for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. COLOPLAST shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of COLOPLAST'S 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, 2024 and terminating December 31, 2033 ("Abatement Period").

- a. Said Abatement Period shall be extended to JORDAN RANCH only for qualifying real property Improvements, referenced in Exhibit “A”, in an amount equal to the percentages listed below:

YEAR 1 (2024)	-100%
YEAR 2 (2025)	-100%
YEAR 3 (2026)	-100%
YEAR 4 (2027)	-100%
YEAR 5 (2028)	-100%
YEAR 6 (2029)	-100%
YEAR 7 (2030)	-100%
YEAR 8 (2031)	-100%
YEAR 9 (2032)	-100%
YEAR 10 (2033)	-100%

- 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 property Improvements only of the types shown on Exhibit “A.”
- c. OWNERS 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 OWNERS’ 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 OWNERS’ 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. OWNERS shall be in default if any of the following occurs:
 - a. Improvements are not installed in accordance with this Agreement as described in Exhibit “A” and Exhibit “B”, except where force majeure is provided under Section 2(b);
 - b. COLOPLAST 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. OWNERS fail to timely file annual renditions for the Premises and any and all Improvements or OWNERS fails to file an annual application with the appraisal district for so long as the law requires such an application;
 - d. OWNERS allow 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. OWNERS operate 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 COLOPLAST fails to maintain an additional minimum \$45,000,000 rendered taxable value of inventory at the

Premises as a result of the improvements listed in Exhibit “B”, then COLOPLAST shall not be entitled to the abatement of property taxes for the year in which the default occurs.

11. In the event OWNERS default as described in Section 10, the County shall give OWNERS written notice of such default. If OWNERS have 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 cause 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 COLOPLAST 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% during a given year, then the percentage of the tax abatement granted for that 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 COLOPLAST not maintain the required number of employees, and reduce the taxable value of real or 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 OWNERS 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 OWNERS without the County's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, OWNERS 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 OWNERS; provided that OWNERS shall give 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 OWNERS are acting independently in the performance of their obligations hereunder, and the County assumes no responsibilities or liabilities for OWNERS' performance of this Agreement. OWNERS agree 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 OWNERS' performance of this Agreement or OWNERS' Premises or Improvements.
17. OWNERS agree that the County and its agents or employees shall have the reasonable right of access to the Premises after 48 hour written notice 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 at least 48 hours 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 OWNERS, or any third party, that OWNERS 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 February 20, 2024, 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 OWNERS 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. OWNERS 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 OWNERS 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 OWNERS 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. Each of the OWNERS, 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 OWNERS 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 COLOPLAST MANUFACTURING US, LLC:

Coloplast Manufacturing US, LLC
Attn: Jim Schumer
1601 West River Road
Minneapolis, MN 55417

For CIV FCD JORDAN RANCH, LLC.:

CIV FCD JORDAN RANCH, LLC
5440 Harvest Hill Road, Suite 250
Dallas, Texas 75230
Attn: Doug Johnson
Telephone: (972) 849-4009
Email: doug.johnson@falcon-commercial.com
Attn: Ben Newell
Email: ben.newell@falcon-commercial.com

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

This Agreement is being executed on February 20, 2024

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date

ATTEST:

Debbie Hollan
Waller County Clerk

Date

COLOPLAST MANUFACTURING US, LLC.

By:
Name: James A. Schumer
Title: Vice President Global Operations Americas

Date

CIV FCD JORDAN RANCH, LLC

By:
Name: Ben Newell
Title: Manager

Date

**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.

Legal Description (Jordan Ranch)

A tract or parcel containing 138.87 acres (6,049,030 square feet), located in the H. & T.C.R.R. Co. Survey Section 101, Abstract Number (No.) 168, The H. Pennington Survey, Abstract No. 322, and the J.G. Bennett Survey, Abstract No. 292, in Waller County, Texas and being all of that called 138.87 acres conveyed to BGM Land Investment, LLC in that certain Warranty Deed filed for record under Waller County Clerk's File (W.C.C.F.) No. 1808620, with said 138.87 acre tract being more particularly described by metes and bounds as follows, with all bearings being based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

BEGINNING at a capped 5/8 inch iron rod stamped "MSG" found on the curved Southerly right-of-way line of Kingsland Boulevard (100' R.O.W.) as recorded in Vol. 143, Pg. 761, W.C.D.R., and in W.C.C.F. No. 1806479, marking the intersection of the Southerly right-of-way line of said Kingsland Boulevard with the Westerly line of a called 50' wide Phillips Petroleum Co. Easement as recorded in Vol. 130, Pg. 600, W.C.D.R. for the most Northerly Northeast corner of said called 138.87 acre tract, and of the herein described tract;

THENCE, South 11 Deg. 07 Min. 30 Sec. East, along and with the Easterly line of said Phillips Petroleum Co. Easement, a distance of 595.74 feet to a capped 5/8 inch iron rod stamped "MSG" found marking an interior corner of the herein described tract;

THENCE, North 88 Deg. 03 Min. 07 Sec. East, a distance of 1,242.19 feet to a 1/2" iron pipe found marking the Northwest corner of a called 0.5846 acre tract conveyed to Waller County, Texas in Vol. 1446, Pg. 32, W.C.D.R., same being the most Easterly Northeast corner of said 138.87 acre tract and of the herein described tract;

THENCE, South 01 Deg. 54 min. 20 Sec. East, a distance of 137.95 feet to a 1/2 inch iron pipe found on the curved Westerly right-of-way line of Jordan Ranch Boulevard (100' R.O.W.) as recorded in W.C.C.F. Nos. 1600050 and 1600052, and in Vol. 1419, Pg. 725, W.C.D.R. and Vol. 1446, Pg. 32, W.C.D.R. for an Easterly corner of the herein described tract and beginning of a non-tangent curve to the left;

THENCE, continuing along said Westerly right-of-way line, in a Southerly direction, with said curve to the left, having a radius of 1,850.00 feet, a central angle of 13 Deg. 23 Min. 39 Sec., an arc length of 432.48 feet, and a chord bearing and distance of South 04 Deg. 47 Min. 35 Sec. West, - 431.49 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of tangency;

THENCE, South 01 Deg. 54 Min. 14 Sec. East, continuing along said Westerly right-of-way, a distance of 385.03 feet to a capped 5/8 inch iron rod stamped "MSG" found marking the common most Easterly Southeast corner of said called 138.87 acre tract and of the herein described tract;

THENCE, through and across the remainder of a called 279.2420 acre tract conveyed to A. Tsakiris Family Limited Partnership in W.C.C.F. No. 1904068, the following (4) courses and distances;

1. South 88 Deg. 47 Min. 20 Sec. West, a distance of 100.67 feet to a capped 5/8 inch iron rod stamped "MSG" found marking the beginning of a curve to the right;
2. In a Westerly direction, with said curve to the right, having a radius of 650.00 feet, a central angle of 12 Deg. 28 Min. 54 Sec., an arc length of 141.60 feet, and a chord bearing a distance of North 84 Deg. 58 Min. 13 Sec. West, - 141.32 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of reverse curvature;
3. Continuing in a Westerly direction, with a curve to the left, having a radius of 1,250.00 feet, a central angle of 13 Deg. 13 Min. 07 Sec., an arc length of 288.39 feet, and a chord bearing and distance of

North 85 Deg. 20 Min. 19 Sec. West, - 287.75 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of tangency;

4. South 88 Deg. 03 Min. 07 Sec. West, a distance of 518.99 feet to a capped 5/8 inch iron rod stamped "MSG" found on the Westerly line of said called 50' wide Petroleum Company Easement for an interior corner of the herein described tract;

THENCE, South 11 Deg. 07 Min. 30 Sec. East, along and with said Westerly line, a distance of 2,142.66 feet capped 5/8 inch iron rod stamped "MSG" found on the Northwestern line of a 50' wide Tennessee Gas Transmission Co. Easement, marking the common most Southerly Southeast corner of said called 138.87 acre tract and of the herein described tract;

THENCE, South 40 Deg. 25 Min. 19 Sec. West, along and with said line a distance of 652.32 feet to a capped 5/8 inch iron rod stamped "MSG" found marking an angle point;

THENCE, South 65 Deg. 00 Min. 39 Sec. West, a distance of 781.90 feet to a capped 5/8 inch iron rod stamped "MSG" found marking an angle point;

THENCE, South 88 Deg. 02 min. 42 Sec. West, a distance of 38.02 feet to a capped 5/8 inch iron rod stamped "Windrose" found marking the Southeast corner of a called 16.597 acre tract conveyed to Waller County Road Improvement District in W.C.C.F. No. 2105934, for the most Southerly Southwest corner of the herein described tract;

THENCE, North 00 Deg. 00 Min. 04 Sec. West, along and with the Easterly line of said called 16.597 acre tract, a distance of 2,159.49 feet to a capped 5/8 inch iron rod stamped "Windrose" found marking the Northeast corner of said called 16.597 acre tract, same being a common interior corner of said called 138.87 acre tract and of the herein described tract;

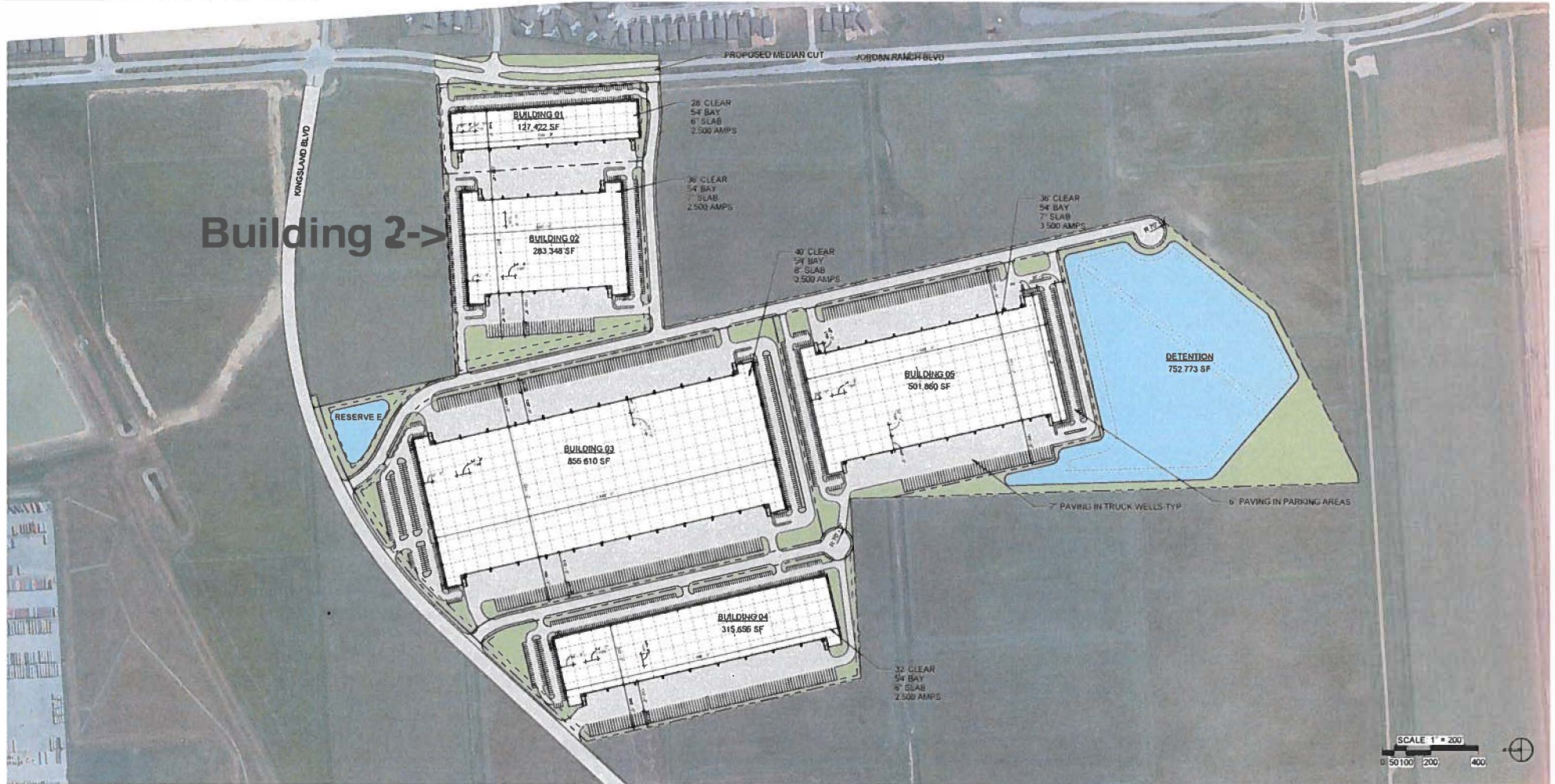
THENCE, South 88 Deg. 35 Min. 57 Sec. West, along and with the Northerly line of said called 16.597 acre tract a distance of 765.21 feet to a capped 5/8 inch iron rod stamped "MSG" found marking the Southeast corner of a called 3.602 acre tract conveyed to Waller County Road Improvement District in W.C.C.F. No. 2105932, for the most Westerly Southwest corner of said called 138.87 acre tract and of the herein described tract;

THENCE, North 11 Deg. 07 min. 30 Sec. West, along and with the Easterly line of said called 3.602 acre tract, a distance of 1,203.39 feet to a capped 5/8 inch iron rod stamped "MSG" found on the Southeasterly right-of-way line of said Kingsland Boulevard for the Northeast corner of said called 3.602 acre tract and the common Northwest corner of said called 138.87 acre tract and of the herein described tract;

THENCE, North 44 Deg. 47 Min. 02 Sec. East, along and with said Southeasterly right-of-way line, a distance of 809.75 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of curvature;

THENCE, continuing along said right-of-way line, with said curve to the right, having a radius of 1,950.02 feet, a central angle of 30 Deg. 36 Min. 23 Sec., an arc length of 1,041.67 feet, and a chord bearing and distance of North 60 Deg. 05 Min. 14 Sec. East, - 1,029.33 feet to the place of beginning and containing 138.87 acres or 6,049,030 square feet of land, as shown on Job No. 54705-140AC prepared by Windrose.

SITE			BUILDING		SITE COVERAGE		PARKING		STORAGE	
TYPE	AREA	NOTES	TYPE	AREA	TYPE	AREA	SPACES			SPACES
01 SITE	7.0 acres	REAR LOAD	BUILDING 01	127,422 SF	SITE COVERAGE	41.59%	165			
02 SITE	15.3 acres	CROSS DOCK	BUILDING 02	283,348 SF	SITE COVERAGE	42.57%	239		TRAILER STALLS	38
03 SITE	39.2 acres	CROSS DOCK	BUILDING 03	855,610 SF	SITE COVERAGE	50.11%	419		TRAILER STALLS	198
04 SITE	18.9 acres	REAR LOAD	BUILDING 04	315,656 SF	SITE COVERAGE	40.25%	348		TRAILER STALLS	89
05 SITE	24.8 acres	CROSS DOCK	BUILDING 05	301,860 SF	SITE COVERAGE	45.80%	298		TRAILER STALLS	119
DETENTION	23.6 acres		TOTAL	2,083,894 SF	OVERALL TOTAL	34.40%	1,469		TOTAL	443
R.O.W.	9.3 acres									
RESERVE E	1.7 acres									
TOTAL	138.9 acres									



Goree
Interiors | Architecture | Brand

FALCON
Commercial Development

KINGSLAND RANCH LOGISTICS PARK KATY, TEXAS

OVERALL SITE PLAN

12/09/2021

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EXHIBIT B - SUPPORT DOCUMENTATION FOR PERSONAL PROPERTY COVERED BY THE ABATEMENT

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

“**Personal Property**” as designated by the Waller County Appraisal District is anything that can be removed from the building without destroying or changing the building. This category would include any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business as designated by the qualifying business type set here in the Waller County Abatement Policies.

Please include or attach a list of qualifying Personal Property Equipment (fixed-in-place and primary equipment). Include value, and descriptions to make for easy identification when comparing to tax renditions.

Equipment Type / Description*	Estimated Cost	Estimated Installation Year
Project Star investment 83640 including racking, security system, appliances, safety equipment/fixtures, and cabling/IT equipment, and related equipment	\$2,500,000	2024
Racking/efficiency improvement equipment	\$500,000	2029

* This list should match the personal property description and values that you enter on the Waller County Appraisal District personal property rendition form.

STATE OF TEXAS
COUNTY OF WALLER

IN THE COMMISSIONERS COURT
OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE
WALLER COUNTY JORDAN RANCH REINVESTMENT ZONE 14
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 8th day of June, 2022, on motion made by Beckendorff, Commissioner of Precinct No 4, and seconded by Ameler, Commissioner of Precinct No 1, 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 JORDAN RANCH, LLC the property owned by CIV FCD JORDAN RANCH, LLC located in the area described as a tract or parcel containing 138.87 acres or 6,049,030 square feet of land situated in the H. & T.C.R.R. Co. Survey Section 101, Abstract No. 168, the H. Pennington Survey, Abstract No. 322, and the J.G. Bennett Survey, Abstract No. 292, in Waller County, Texas, being out of and part of the residue of a called 138.87 acre tract conveyed to BGM Land Investment, LLC, as recorded under Waller County Clerk's File No. 1808620, as a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act)

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

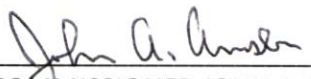
- Section 1. That the Commissioners Court hereby designates as JORDAN RANCH, LLC the property owned by CIV FCD JORDAN RANCH, LLC located at, as depicted in the T H. & T.C.R.R. Co. Survey Section 101, Abstract No. 168, the H. Pennington Survey, Abstract No. 322, and the J.G. Bennett Survey, Abstract No. 292, as further depicted in the survey attached hereto as Exhibit "A", and made apart hereof for all purpose; WALLER COUNTY WOODS JORDAN RANCH REINVESTMENT ZONE 14
- 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 8th day of June, 2022;
- 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 8th day of June, 2022.



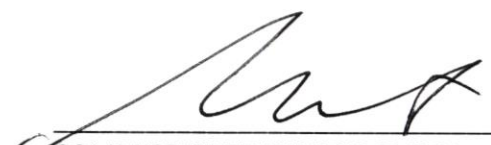
CARBETT "TREY" J. DUHON III
County Judge



COMMISSIONER JOHN A AMSLER
Precinct No. 1



COMMISSIONER KENDRIC JONES
Precinct No. 3



COMMISSIONER WALTER SMITH
Precinct No. 2



COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

**EXHIBIT A - 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.

Legal Description (Jordan Ranch)

A tract or parcel containing 138.87 acres (6,049,030 square feet), located in the H. & T.C.R.R. Co. Survey Section 101, Abstract Number (No.) 168, The H. Pennington Survey, Abstract No. 322, and the J.G. Bennett Survey, Abstract No. 292, in Waller County, Texas and being all of that called 138.87 acres conveyed to BGM Land Investment, LLC in that certain Warranty Deed filed for record under Waller County Clerk's File (W.C.C.F.) No. 1808620, with said 138.87 acre tract being more particularly described by metes and bounds as follows, with all bearings being based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

BEGINNING at a capped 5/8 inch iron rod stamped "MSG" found on the curved Southerly right-of-way line of Kingsland Boulevard (100' R.O.W.) as recorded in Vol. 143, Pg. 761, W.C.D.R., and in W.C.C.F. No. 1806479, marking the intersection of the Southerly right-of-way line of said Kingsland Boulevard with the Westerly line of a called 50' wide Phillips Petroleum Co. Easement as recorded in Vol. 130, Pg. 600, W.C.D.R. for the most Northerly Northeast corner of said called 138.87 acre tract, and of the herein described tract;

THENCE, South 11 Deg. 07 Min. 30 Sec. East, along and with the Easterly line of said Phillips Petroleum Co. Easement, a distance of 595.74 feet to a capped 5/8 inch iron rod stamped "MSG" found marking an interior corner of the herein described tract;

THENCE, North 88 Deg. 03 Min. 07 Sec. East, a distance of 1,242.19 feet to a 1/2" iron pipe found marking the Northwest corner of a called 0.5846 acre tract conveyed to Waller County, Texas in Vol. 1446, Pg. 32, W.C.D.R., same being the most Easterly Northeast corner of said 138.87 acre tract and of the herein described tract;

THENCE, South 01 Deg. 54 min. 20 Sec. East, a distance of 137.95 feet to a 1/2 inch iron pipe found on the curved Westerly right-of-way line of Jordan Ranch Boulevard (100' R.O.W.) as recorded in W.C.C.F. Nos. 1600050 and 1600052, and in Vol. 1419, Pg. 725, W.C.D.R. and Vol. 1446, Pg. 32, W.C.D.R. for an Easterly corner of the herein described tract and beginning of a non-tangent curve to the left;

THENCE, continuing along said Westerly right-of-way line, in a Southerly direction, with said curve to the left, having a radius of 1,850.00 feet, a central angle of 13 Deg. 23 Min. 39 Sec., an arc length of 432.48 feet, and a chord bearing and distance of South 04 Deg. 47 Min. 35 Sec. West, - 431.49 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of tangency;

THENCE, South 01 Deg. 54 Min. 14 Sec. East, continuing along said Westerly right-of-way, a distance of 385.03 feet to a capped 5/8 inch iron rod stamped "MSG" found marking the common most Easterly Southeast corner of said called 138.87 acre tract and of the herein described tract;

THENCE, through and across the remainder of a called 279.2420 acre tract conveyed to A. Tsakiris Family Limited Partnership in W.C.C.F. No. 1904068, the following (4) courses and distances;

1. South 88 Deg. 47 Min. 20 Sec. West, a distance of 100.67 feet to a capped 5/8 inch iron rod stamped "MSG" found marking the beginning of a curve to the right;
2. In a Westerly direction, with said curve to the right, having a radius of 650.00 feet, a central angle of 12 Deg. 28 Min. 54 Sec., an arc length of 141.60 feet, and a chord bearing a distance of North 84 Deg. 58 Min. 13 Sec. West, - 141.32 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of reverse curvature;
3. Continuing in a Westerly direction, with a curve to the left, having a radius of 1,250.00 feet, a central angle of 13 Deg. 13 Min. 07 Sec., an arc length of 288.39 feet, and a chord bearing and distance of

North 85 Deg. 20 Min. 19 Sec. West, - 287.75 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of tangency;

4. South 88 Deg. 03 Min. 07 Sec. West, a distance of 518.99 feet to a capped 5/8 inch iron rod stamped "MSG" found on the Westerly line of said called 50' wide Petroleum Company Easement for an interior corner of the herein described tract;

THENCE, South 11 Deg. 07 Min. 30 Sec. East, along and with said Westerly line, a distance of 2,142.66 feet capped 5/8 inch iron rod stamped "MSG" found on the Northwesterly line of a 50' wide Tennessee Gas Transmission Co. Easement, marking the common most Southerly Southeast corner of said called 138.87 acre tract and of the herein described tract;

THENCE, South 40 Deg. 25 Min. 19 Sec. West, along and with said line a distance of 652.32 feet to a capped 5/8 inch iron rod stamped "MSG" found marking an angle point;

THENCE, South 65 Deg. 00 Min. 39 Sec. West, a distance of 781.90 feet to a capped 5/8 inch iron rod stamped "MSG" found marking an angle point;

THENCE, South 88 Deg. 02 min. 42 Sec. West, a distance of 38.02 feet to a capped 5/8 inch iron rod stamped "Windrose" found marking the Southeast corner of a called 16.597 acre tract conveyed to Waller County Road Improvement District in W.C.C.F. No. 2105934, for the most Southerly Southwest corner of the herein described tract;

THENCE, North 00 Deg. 00 Min. 04 Sec. West, along and with the Easterly line of said called 16.597 acre tract, a distance of 2,159.49 feet to a capped 5/8 inch iron rod stamped "Windrose" found marking the Northeast corner of said called 16.597 acre tract, same being a common interior corner of said called 138.87 acre tract and of the herein described tract;

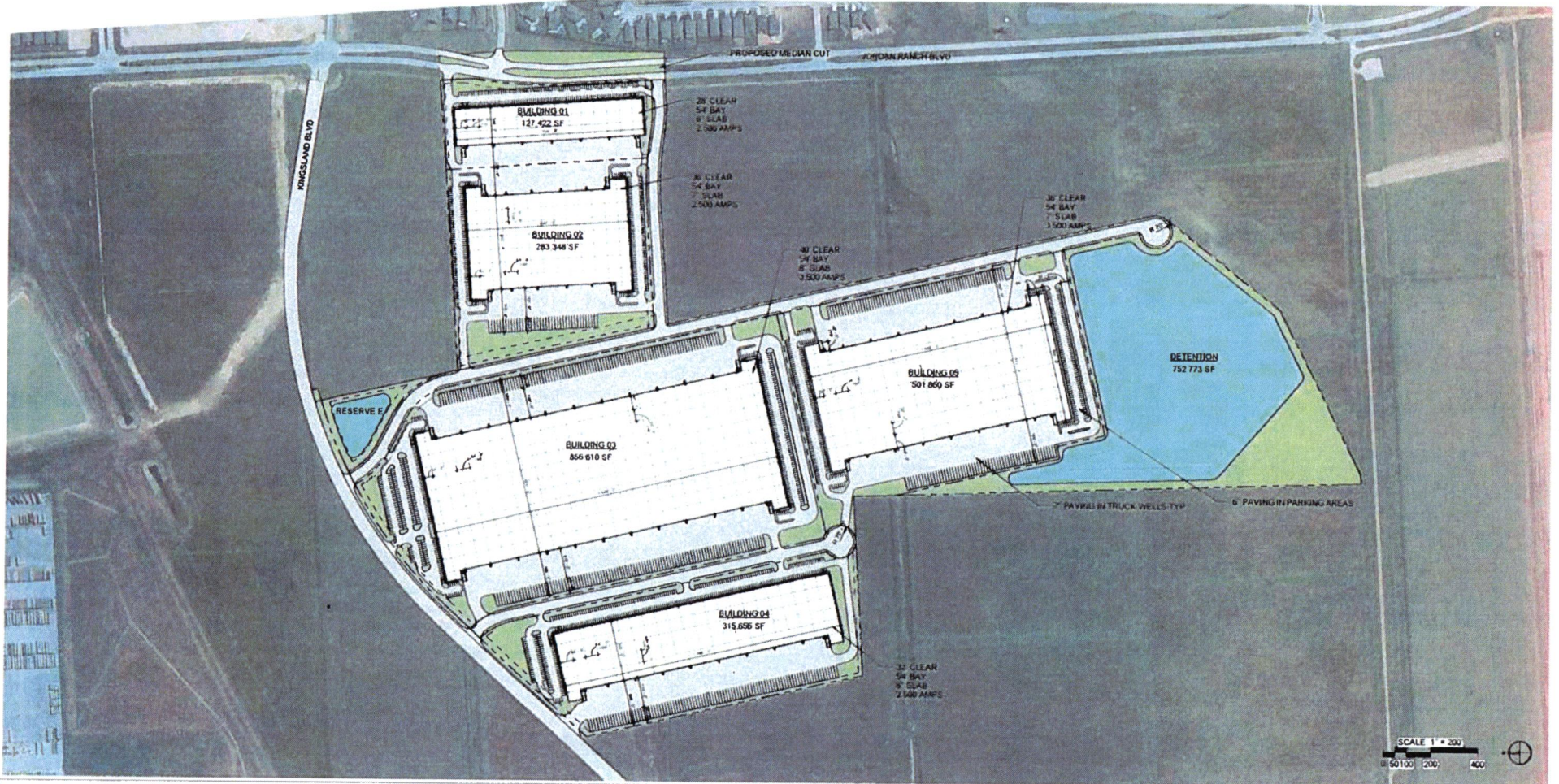
THENCE, South 88 Deg. 35 Min. 57 Sec. West, along and with the Northerly line of said called 16.597 acre tract a distance of 765.21 feet to a capped 5/8 inch iron rod stamped "MSG" found marking the Southeast corner of a called 3.602 acre tract conveyed to Waller County Road Improvement District in W.C.C.F. No. 2105932, for the most Westerly Southwest corner of said called 138.87 acre tract and of the herein described tract;

THENCE, North 11 Deg. 07 min. 30 Sec. West, along and with the Easterly line of said called 3.602 acre tract, a distance of 1,203.39 feet to a capped 5/8 inch iron rod stamped "MSG" found on the Southeasterly right-of-way line of said Kingsland Boulevard for the Northeast corner of said called 3.602 acre tract and the common Northwest corner of said called 138.87 acre tract and of the herein described tract;

THENCE, North 44 Deg. 47 Min. 02 Sec. East, along and with said Southeasterly right-of-way line, a distance of 809.75 feet to a capped 5/8 inch iron rod stamped "MSG" found marking a point of curvature;

THENCE, continuing along said right-of-way line, with said curve to the right, having a radius of 1,950.02 feet, a central angle of 30 Deg. 36 Min. 23 Sec., an arc length of 1,041.67 feet, and a chord bearing and distance of North 60 Deg. 05 Min. 14 Sec. East, - 1,029.33 feet to the place of beginning and containing 138.87 acres or 6,049,030 square feet of land, as shown on Job No. 54705-140AC prepared by Windrose.

SITE			BUILDING		SITE COVERAGE		PARKING		STORAGE	
TYPE	AREA	NOTES	TYPE	AREA	TYPE	AREA	SPACES			SPACES
01 SITE	7.0 acres	REAR LOAD	BUILDING 01	127,422 SF	SITE COVERAGE	41.50%	165			38
02 SITE	15.3 acres	CROSS DOCK	BUILDING 02	283,348 SF	SITE COVERAGE	42.57%	239		TRAILER STALLS	
03 SITE	39.2 acres	CROSS DOCK	BUILDING 03	855,610 SF	SITE COVERAGE	50.11%	419		TRAILER STALLS	198
04 SITE	18.0 acres	REAR LOAD	BUILDING 04	315,656 SF	SITE COVERAGE	40.25%	348		TRAILER STALLS	89
05 SITE	24.8 acres	CROSS DOCK	BUILDING 05	501,860 SF	SITE COVERAGE	45.90%	290		TRAILER STALLS	118
DETENTION	23.6 acres		TOTAL	2,083,894 SF	OVERALL TOTAL	34.40%	1,469		TOTAL	443
R.O.W.	9.3 acres									
RESERVE E	1.7 acres									
TOTAL	138.9 acres									



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Interiors | Architecture | Brand



KINGSLAND RANCH LOGISTICS PARK

KATY, TEXAS

OVERALL SITE PLAN

12/09/2021

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