ASSIGNMENT OF TAX ABATEMENT AGREEMENT

This Assignment of Tax Abatement Agreement (this "**Assignment**") is executed by and among **SRPF B/EMPIRE WEST PHASE II, L.P.**, a Texas limited partnership ("**SRPF II**"), and **SRPF B/EMPIRE WEST PHASE III, L.P.**, a Texas limited partnership **("SRPF III")** (SRPF II and SRPF III are herein collectively called **"Assignor**"), **BROOKSHIRE COMMERCE CENTER ILP, LLC**, a Delaware limited liability company ("**Assignee**"), **TESLA, INC.**, a Texas corporation ("**Tesla**"), and the **COUNTY OF WALLER, TEXAS** ("**Waller County**").

RECITALS:

A. Assignor, Tesla and Waller County heretofore entered into that certain Tax Abatement Agreement, Contract ID #250305-19, dated March 5, 2025 (the "**Tax Abatement Agreement**"), attached hereto as Exhibit 1, with respect to the property known as "Building 9", and located at 111 Empire Boulevard, Brookshire, Texas 77423 (the "**Building 9 Property**"), and the property known as "Building 10", and located at 103 Empire Boulevard, Brookshire, Texas 77423 (the "**Building 10 Property**").

B. On February 5, 2026 (the "**Effective Date**"), SRPF II heretofore transferred to Assignee all of its right, title and interest in the Building 9 Property, and SRPF III heretofore transferred to Assignee all of its right, title and interest in the Building 10 Property.

C. Assignor desires to assign and transfer all of Assignor's right, title and interest in and to the Tax Abatement Agreement to Assignee, and Assignee desires to accept all of Assignor's right title and interest in and to the Tax Abatement Agreement.

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated in their entirety.

2. **Assignment of Agreement**. As of the Effective Date, Assignor hereby assigns, transfers, sets over and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Tax Abatement Agreement. Assignor shall retain all of its right, title and interest in, and remain responsible for its obligations under the Tax Abatement Agreement prior to the Effective Date. For the avoidance of doubt, Assignor and Assignee do not assume any obligations of Tesla under the Tax Abatement Agreement, all of which shall remain the sole responsibility of Tesla.

3. **Assumption**. Assignee hereby accepts and assumes the obligations of Assignor under the Tax Abatement Agreement that may accrue and become performable, due or owing thereunder from and after the Effective Date. Notwithstanding anything herein to the contrary, Assignee does not assume, and shall have no liability for, any obligations, liabilities, claims, breaches, defaults, penalties, recapture obligations, costs, or other matters arising from, relating

to, or attributable to Assignor's failure to perform its obligations under the Tax Abatement Agreement for any period prior to the Effective Date and Assignor shall remain solely responsible for all obligations, liabilities, claims, breaches, defaults, penalties, recapture obligations, costs and other matters arising from, relating to, or attributable to Assignor's failure to perform its obligations under the Tax Abatement Agreement for any period prior to the Effective Date. Assignor agrees to indemnify and hold Assignee harmless from and against any claims, costs or liabilities (including reasonable attorneys' fees) under the Tax Abatement Agreement arising or accruing from Assignor's failure to perform its obligations thereunder prior to the Effective Date.

4. **Waller County's Consent**. Waller County hereby consents to the assignment of the Tax Abatement Agreement by Assignor to Assignee, and releases Assignor from all liability under the Tax Abatement Agreement from and after the Effective Date, except for those obligations arising or accruing from Assignor's failure to perform its obligations under the Tax Abatement Agreement prior to the Effective Date. To Waller County's knowledge, no default or unperformed obligations of Assignor exist under the Tax Abatement Agreement for any period prior to the Effective Date.

5. **Tesla's Acknowledgment**. Tesla acknowledges and consents to the assignment of the Tax Abatement Agreement by Assignor to Assignee and confirms that, notwithstanding such assignment, Tesla shall remain responsible for the performance of all obligations expressly allocated to Tesla under the Tax Abatement Agreement.

6. **Assignee's Notice Address**: Assignee's address for notice under the Tax Abatement Agreement shall be:

Brookshire Commerce Center ILP, LLC
c/o BentallGreenOak (U.S.) Limited Partnership
One California Street, Suite 1920
San Francisco, California 94111
Attention: Karen Guthrie and Molly Greubel

7. **Execution in Counterparts**. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment. To facilitate execution of this Assignment, the parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature pages, which shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

Assignor Signature Page to Assignment of Tax Abatement Agreement

ASSIGNOR:

SRPF B/EMPIRE WEST PHASE II, L.P.,
a Texas limited partnership

By: SRPF B/Empire West Phase II GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____
Name: Kyle D. Valentine
Title: Vice President

Date: September 10th, 2026

SRPF B/EMPIRE WEST PHASE III, L.P.,
a Texas limited partnership

By: SRPF B/Empire West Phase III GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____
Name: Kyle D. Valentine
Title: Vice President

Date: September 10th, 2026

ASSIGNEE:

BROOKSHIRE COMMERCE CENTER ILP, LLC,
a Delaware limited liability company

By: Institutional Logistics Partners, LLC,
a California limited liability company
its Sole Member

By: BentallGreenOak (U.S.) Limited Partnership,
a Delaware limited partnership
its Manager

By: BentallGreenOak (U.S.) GP LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: Michael Chukwueke
Title: Managing Director

By: _____
Name: Matt Sargent
Title: Managing Director

Date: September 10, 2026

TESLA:

TESLA INC.,
a Texas corporation

By: Mike Snyder (Sep 10, 2026 14:17:04 CDT)
Name: Michael Snyder
Title: VP, Energy & Charging

Date: September 10th, , 2026

Waller County Signature Page to Assignment of Tax Abatement Agreement

WALLER COUNTY:

COUNTY OF WALLER, TEXAS

By:_____
Name: Carbett "Trey" Duhon, III
Title:_County Judge_____

Date: _____, 2026

ATTEST:

_____
Name: Debbie Hollan
Title: County Clerk
Date: _____, 2026

Contract ID# 250305- 19

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, SRPF/EMPIRE WEST PHASE III, L.P, SRPF/EMPIRE WEST PHASE II, L.P AND TESLA, INC.

This Tax Abatement Agreement (this "Agreement") is entered into by and between the County of Waller, Texas ("COUNTY"), duly acting herein by and through the County Judge, SRPF B/EMPIRE WEST PHASE III, L.P. a Delaware limited partnership with its principal place of business at 2001 Ross Avenue, Suite 400, Dallas, Texas 75201, SRPF B/EMPIRE WEST PHASE II, L.P. a Texas limited partnership with its principal place of business at 2001 Ross Avenue, Suite 400, Dallas, Texas 75201, (SRPF B/EMPIRE WEST PHASE III, L.P. and SRPF B/EMPIRE WEST PHASE II, L.P. are collectively referred to as "EMPIRE WEST"), and TESLA, INC, a Texas corporation with its principal place of business at 1 Tesla Rd., Austin, Texas 78725 ("TESLA"); (SRPF/EMPIRE WEST PHASE II, L.P., SRPF/EMPIRE WEST PHASE III, L.P., AND TESLA are referred to collectively as "OWNERS"), which are the owners and lessee, respectively, of the taxable real and personal property located within Waller County, Texas, and the area located within the CITY OF BROOKSHIRE REINVESTMENT ZONE NUMBER 20-01, ("REINVESTMENT ZONE"), on this the 5th day of March, 2025.

RECITALS:

WHEREAS, on 4th day of June, 2020 the City of Brookshire 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 abatements; 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. Pursuant to Texas Tax Code § 312.206, this Agreement is conditioned on each OWNER entering into a tax abatement agreement with the City of Brookshire, Texas pursuant to Texas Tax Code § 312.204 prior to the commencement of the Abatement Period (defined herein). If either OWNER fails to enter into such agreement with the City of Brookshire, Texas, this Agreement will immediately be deemed null and void.
2. The properties that are the subject of this Agreement shall be referred to as the "Building" and the "Premises", as applicable, and the Building and the Premises are described in Exhibit "A" and Exhibit "B," which is attached hereto and incorporated herein.
3. EMPIRE WEST and TESLA shall make or cause to be made real property improvements (the "Real Property Improvements") at 103 Empire Blvd., Brookshire, TX 77423, and commonly known as "Building 10," and 111 Empire Blvd., Brookshire, TX 77423, commonly known as "Building 9," and shall be of the kind, number, and location

specifically described in Exhibit "B," which is attached hereto and incorporated herein. In addition, TESLA shall install personal property and equipment at the locations as shown in Exhibit "B" (the "Personal Property Improvements" and, together with the Real Property Improvements, the "Improvements"). Exhibit "B" also describes Personal Property Improvements that TESLA will install or maintain at the Premises with a taxable value, as determined in the first year of service, as described on Exhibit "B" attached hereto for purposes of allowing TESLA to operate the Premises as required in Section 3.

a. OWNERS shall ensure the that the Real Property Improvements and TESLA will ensure the Personal Property 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 their respective 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.

4. TESLA shall, by the end of YEAR 1 of the Abatement Period referenced in Section 9, commence and complete construction and installation of the Real and Personal Property Improvements on the Premises. EMPIRE WEST shall, by the end of YEAR 1 of the Abatement Period referenced in Section 9, commence and complete construction of the Real Property Improvements on the Premises. Following completion of the Improvements and until the expiration of the Abatement Period, TESLA shall operate and maintain the

Premises for warehousing, distribution and storage of automobile related items, the research and development, manufacture, service, warehousing, storage, and distribution of utility-scale battery energy storage systems and other energy products and related parts and accessories, along with general office purposes, and for any other lawful purpose provided that the Premises must at all times during the Abatement Period be used for the general purpose of encouraging development and redevelopment of the Reinvestment Zone. TESLA shall not use the Building or Premises in a manner inconsistent with this Agreement during the term of the Abatement Period. If TESLA's operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.

5. TESLA acknowledges that it is their responsibility to file the Forms 50-116, 50-142, and/or any other reasonably required documentation, as applicable, to verify personal property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual application. The forms and documentation shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within sixty (60) days after receipt of notice of the same will result in the termination of this Agreement. EMPIRE WEST shall reasonably cooperate with TESLA in connection with such documentation and reports. EMPIRE WEST acknowledges that it is their responsibility to file the Form 50-141, and/or any other reasonably required documentation, as applicable, to verify real property values and continued compliance for the abatement granted, to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual application.

The forms and documentation shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. TESLA shall reasonably cooperate with EMPIRE WEST in connection with such documentation and reports.

6. OWNERS shall, in writing in a form reasonably acceptable to the County and, until the expiration or termination of this Agreement, annually certify compliance with their respective portions of this Agreement, including TESLA certifying to the satisfaction of the Employment requirements set forth in Section 7. EMPIRE WEST shall reasonably cooperate with TESLA in connection with such annual certification.

7. EMPLOYEES: For the duration of this Agreement, TESLA shall employ an agreed number of Employees (as defined herein). By the end of YEAR 1 of the Abatement Period, TESLA must employ at least 375 Employees. By the end of YEAR 2 of the Abatement Period, TESLA must employ at least 750 people. By the end of YEAR 3, and continuing through the Abatement Period, TESLA must employ 1,500 Employees.

   a. The agreed number of Employees must be employed at or based from the Premises.

   b. If TESLA fails to employ the specified number of Employees for any consecutive 90-day period in any given year during the Abatement Period, the percentage of the tax abatement will be reduced in accordance with Section 13 for the year in which TESLA did not meet the requirement.

   c. An Employee is a person who (i) is an employee or contract employee of TESLA and paid directly, or in the case of a contract employee, paid directly or indirectly, by TESLA, and (ii) is full-time and regularly works at least 35 hours a week at or based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.

d. Where there are qualified applicants living in Waller County, TESLA shall make a good faith effort to employ such persons living in Waller County, Texas for its new employees. TESLA may 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.

e. TESLA, upon a 10 business day prior request by the County, shall validate compliance with the terms of this Section 7 by providing to the County documentation related to employees, as defined below, that is directly related to TESLA'S obligations with regards to the Employees, and includes the Employee's ID number, employment start date, and, where applicable, employment termination date, and that is acceptable to the County, for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 7; provided, however, such review must be done during normal business hours. TESLA shall also provide a written certification that TESLA is in compliance with the Employment terms of the Agreement. The review will be limited to once per calendar year, unless TESLA is found during the County's review to be out of compliance with the terms of this Agreement; if TESLA is not in compliance with the terms of this Agreement, County may provide TESLA an opportunity to come into compliance. TESLA shall provide documentation to the County until compliance is established. The County shall not be permitted to photocopy any documentation. TESLA may withhold any information it reasonably deems to be sensitive (subject to the requirements of any applicable statute). In the event that the County is unable to determine compliance because access to information is

denied, or information is withheld hereunder, then County may terminate this Agreement upon written notice to OWNERS, provided that OWNERS shall be given written notice of the termination, and the opportunity to cure within sixty (60) days after deemed receipt of the written termination notice. The County agrees it will make best efforts not to interrupt TESLA'S business with such reviews, and TESLA 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 or its third-party contractors.

i. Documentation related to employees shall be limited to a de-identified list of employees, as defined under section 7c, employed at or based from the Premises, and establish that TESLA has not failed for any consecutive 90-day period to employ the required number of employees. Documentation shall not include details beyond the number of employees that meet the requirements under Section 7.

8. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Building 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.

9. INVENTORY: Beginning with YEAR 1 of the Abatement Period, TESLA shall maintain a minimum $75,000,000 rendered taxable inventory value at the Premises; by end of YEAR 2 of the Abatement Period shall maintain a minimum $220,000,000 rendered taxable inventory value at the Premises, and; by end of YEAR 3, and continuing for each remaining year of the Abatement Period shall maintain a minimum of $300,000,000 rendered taxable

inventory value at the Premises. TESLA agrees to render its personal property at the Premises for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. TESLA shall give the Waller County Appraisal District necessary permission required for the Waller County Appraisal District to provide copies of TESLA'S tax documents to the County for the purpose of verifying rendered inventory values.

10. 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 the Improvements and the Building, which would otherwise be owed to the County, shall be abated for a period of years, commencing January 1, 2026 and terminating December 31, 2035 ("Abatement Period").

a. Said Abatement Period shall be extended to OWNERS only for the Improvements and the Building, in an amount equal to the percentages listed below:

YEAR 1 (2026) – 60%
YEAR 2 (2027) – 60%
YEAR 3 (2028) – 60%
YEAR 4 (2029) – 60%
YEAR 5 (2030) – 60%
YEAR 6 (2031) – 60%
YEAR 7 (2032) – 60%
YEAR 8 (2033) – 60%
YEAR 9 (2034) – 60%
YEAR 10 (2035) – 60%

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 Improvements and the Building.

c. OWNERS shall have the right, jointly or severally, to protest any appraisals of the Building, 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 Building, Premises, Personal Property Improvements, 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:

11. OWNERS shall be in default if any of the following occurs:

a. The Real Property Improvements, and Personal Property Improvements, are not completed or installed in accordance with Exhibit "B", except where force majeure is provided under Section 2(b);

b. TESLA fails to employ the number of Employees in accordance with (and during the period set forth in) Section 7 of this Agreement for any consecutive 90-day period, which would reduce the abatement by the same percentage as noted in Section 12;

c. With respect to the Abatement Period, TESLA fails to timely file annual renditions for the Personal Property Improvements and any and all Improvements or OWNERS fail to file the applicable forms specified in Section 5 annually with the Waller County Appraisal District for so long as the law requires such filing;

d. With respect to the Abatement Period, 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. During the Abatement Period, OWNERS operate the Premises or Building 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 TESLA fails to maintain a minimum rendered taxable value of inventory at the Premises as noted in Section 9, then TESLA shall not be entitled to the abatement of property taxes for the year in which the default occurs.

12. In the event OWNERS default as described in Section 11, the County shall give OWNERS written notice of such default. If OWNER(S) have not cured such default under Section 11 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 then take the actions permitted in Section 14 or Section 15, as applicable.

13. In the event that TESLA fails to maintain the required minimum number of Employees at the Premises in accordance with (and during the period set forth in) Section 7 for any consecutive 90-day period, as indicated by the Employee documentation provided by TESLA, 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 TESLA 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.

14. This Agreement may be terminated in the following circumstances: (i) if TESLA elects not to proceed with the project before the Abatement Period commences, (ii) the complete performance of the terms and conditions of this Agreement by the parties, and (iii) as otherwise explicitly permitted by this Agreement. In the event of default under Section 11(a) and Section 11(c)-(e), the County may (after notice and opportunity to cure as provided for herein) terminate this Agreement upon written notice of termination to the OWNERS, 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 11(a) and Section 11(c)-(e) beyond applicable

notice and cure periods, and all such taxes shall be paid to the County within sixty (60) days of OWNERS' receipt of written demand from the County following the expiration of the cure period described in Section 12 (provided no cure is made) (the "Recaptured Taxes").

a. In addition to any Recaptured 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:

15. 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.

16. 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, conditioned or delayed. Notwithstanding the foregoing, either 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 the transferor OWNER; provided that such OWNER 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.

17. OWNERS recognize and understand that Waller County will not provide public support for companies with controlling interests based in or from communist countries or those companies coming from countries with poor human rights records. OWNERS represent their continuing intentions to respect human rights and their commitment to implementing the United Nations Guiding Principles on Business and Human Rights. OWNERS shall not knowingly allow investors from communist countries to acquire and maintain a controlling interest in their respective entities. OWNERS agree that neither OWNER shall knowingly allow such a company to occupy or possess any portion of the Building or Premises, and that failure to comply with this provision will result in the immediate termination of this Agreement after the County has provided 60 days written notice. In such event, the COUNTY shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which OWNERS violated this Section of the Agreement.

18. 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. TESLA agrees, to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the Waller County Appraisal District, to the extent any third-party claims, losses, damages, injuries, suits, judgments, and/or reasonable attorney's fees directly arise out of TESLA'S breach of performance of its obligations under this Agreement. EMPIRE WEST agrees, to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the Waller County Appraisal District, to the extent

any third-party claims, losses, damages, injuries, suits, judgments, and/or reasonable attorney's fees directly arise out of EMPIRE WEST'S breach of performance of its obligations under this Agreement. In no event shall OWNERS defend, indemnify or hold harmless COUNTY for acts, omissions, defaults of COUNTY, including, without limitation, the negligence or willful misconduct of COUNTY or any officials, officers, agents, consultants, or employees thereof.

19. OWNERS agree that the County and its agents or employees shall have the reasonable right of access to the Premises after fifteen (15) business days' prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right of reasonable access to ensure that the Premises are thereafter maintained and operated in accordance with this Agreement, during the Abatement Period. The County agrees (i) to give OWNERS written notice of its intent to inspect the Premises at least fifteen (15) business days prior to such inspections, (ii) that such inspections shall be during normal business hours no more than once per calendar year, provided that OWNERS are found to be in compliance with the Agreement (iii) OWNERS shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections, (iv) County shall comply with the OWNER's security and safety standards, (v) County shall not make any type of recording or photographic record of the interior of the facilities except as specifically required to document compliance with the approval of TESLA, whose approval shall not be unreasonably withheld, and (vi) County representatives shall keep all information resulting from the inspection and relating to the contents and operations of the facilities confidential

to the maximum extent allowed by law. If the Improvements are found, during the inspection, to not be in compliance with the terms of this Agreement, the OWNERS shall continue to provide reasonable access to County until compliance is confirmed, provided that the County has provided notice as described by this section. 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.

20. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Any disputes regarding this agreement shall be litigated or mediated in Waller County, TX.

21. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on March 5th, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

22. All amendments and additions to this Agreement and its Exhibits must be approved in writing by OWNERS and the Waller County Commissioners Court.

23. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

24. 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.

25. 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.

26. 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 have 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 with respect to the subject matter hereof except as expressly stated herein.

27. 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.

28. OWNERS shall endeavor to mark any confidential documents or other information provided to the County as such. Any documents and information marked confidential, proprietary, or trade secret will not be disclosed by the County except to the extent required under the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA").

    a. If the County receives a request for information under the PIA to disclose any item or data furnished to the County by an affected OWNER, County will provide written notification to the affected OWNER not later than the 10th business day after the County receives a properly submitted request for information. The County may assert an exception to the PIA on its own behalf by requesting a determination from the Texas Attorney General that the information requested under the PIA may be withheld; if the County requests such a determination, it will provide a copy of its argument to the affected OWNER. OWNERS recognize and understand that County will not assert an exception to the PIA on the affected OWNER's behalf.

b. OWNERS expressly agree that County's officers and employees may request a decision from the Texas Attorney General about the applicability of the PIA to any item or data furnished to County, and about whether that item is subject to disclosure as a public record of public information under the PIA. OWNERS further recognize and agree that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed.

c. An affected OWNER has 10 business days from the date it receives notification that the County has requested a ruling from the Texas Attorney General's Office to provide any additional information to the Attorney General that it wants considered by the Attorney General when making a decision under the PIA.

d. If the Attorney General provides a decision that the item or data must be disclosed, County will notify the affected OWNER of the decision within 5 business days of County's receipt of the Attorney General's decision.

e. The affected OWNER must decide whether to seek relief from compliance with the Attorney General's decision, and notify County in writing within 5 business days of receiving notification from the County of the Attorney General's decision. To seek relief, the affected OWNER must appeal the decision in the appropriate court in Travis County, Texas.

f. OWNERS recognize that the final decision as to what information must be disclosed lies with the Texas Attorney General, and that the County, its officers, and employees shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the

County by any OWNER in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

g. Notices required under this Section 28 must be sent to the persons and addresses identified in Section 31.

29. Any party hereto may request an estoppel certificate related to this Agreement (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.

30. 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.

31. 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
425 FM 1488, Suite 106
Hempstead, Texas 77445

For TESLA:

TESLA Inc.
1 Tesla Rd.
Austin, Texas 78725
Attn.: General Counsel

With a copy emailed to: Darkstar@tesla.com

For EMPIRE WEST:

SRPF B/Empire West Phase II, L.P.
2001 Ross Avenue, Suite 400
Dallas, Texas 75201
Attn.: Lee Belland, Empire West

SRPF B/Empire West Phase III, L.P.
2001 Ross Avenue, Suite 400
Dallas, Texas 75201
Attn.: Lee Belland, Empire West

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.

32. If a party breaches this Agreement, the other party or parties shall be entitled to any right or remedy provided by Texas law or any applicable federal law or regulation. All rights of the parties under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or prejudice any remedy or right of the other parties. The exercise of or failure to exercise any right or remedy in this Agreement or in accordance with law upon a party's breach of any provision of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any

law, and any action taken or not taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

[Remainder of page intentionally left blank; Signature Page follows.]

This Agreement is being executed as of March 5, 2025.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

MAR 05 2025
Date

ATTEST:

By: Stephanie Compains, Deputy
Debbie Hollan
Waller County Clerk

MAR 05 2025
Date

COMMISSIONERS COURT WALLER COUNTY, TEXAS

TESLA Inc,
a Texas corporation

Mike Snyder Feb 1, 2025 12:51 CST

By:
Title:

Date

SRPF B/EMPIRE WEST PHASE II, L.P., a Texas limited partnership
By: SRPF B/Empire West Phase II GP, L.L.C., a Delaware limited liability company, its General Partner

By: Justin Robinson
Title: Vice President

2/26/25
Date

SRPF B/EMPIRE WEST PHASE III, L.P., a Delaware limited partnership
By: SRPF B/Empire West Phase III GP, L.L.C., a Delaware limited liability company, its General Partner

By: Justin Robinson
Title: Vice President

2/26/25
Date

EXHIBIT A

"Building" – Includes two buildings as described below:

Building 9 – The building located at 111 Empire Blvd., Brookshire, Texas 77423.

Building 10 – The building located at 103 Empire Blvd., Brookshire, Texas 77423, that, after construction, will be approximately 616,463 square feet.

"Premises" – Includes two properties as described below:

"111 Empire Blvd" – Approximately 57.31 acres owned by SRPF B/Empire West Phase II with a situs address of 111 Empire Blvd, Brookshire, Texas 77423.

"103 Empire Blvd" – Approximately 34.98 acres owned by SRPF B/Empire West Phase III with a situs address of 103 Empire Blvd, Brookshire, Texas 77423.

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE AGREEMENT

"**Real Property**" real property improvements as designated by the Waller County Appraisal District are any buildings, including any buildings that are built on skids or portable buildings, parking areas and any fences attached to the land.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed by TESLA at 111 Empire Blvd

Description	Value
Building Improvements (Factory Related Real Property Improvements) by TESLA	$44,000,000
Total	$44,000,000

Real Property Improvements to be completed by SRPF B/Empire West Phase III, L.P. at 103 Empire Blvd

Description	Value
New Manufacturing Facility	$31,500,000
Total	$31,500,000

"**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.

Personal Property Improvements:

Personal Property Equipment installed by TESLA at 111 Empire Blvd (Commonly known as Building 9)

Description	Value
Manufacturing Equipment, not limited to Automated Robotic Welding cells, Robotic Assembly stations, Automatic Conveyors, Powder Coat Booth and Ovens, Gantry Cranes	$150,000,000

Personal Property Equipment installed by TESLA at 103 Empire Blvd

Description	Value
Warehouse Shelves and Racks	$5M

The allocation of value for Personal Property may change in the future between Buildings 9 and 10, but the total value amount will remain the same.

EXHIBIT C

EXHIBIT C

ORDINANCE NO. 20-675-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSHIRE, TEXAS, CREATING AND DESIGNATING A REINVESTMENT ZONE TO BE NAMED THE "CITY OF BROOKSHIRE REINVESTMENT ZONE 20.01" PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE; MAKING CERTAIN FINDINGS RELATED TO THE REINVESTMENT ZONE; DIRECTING THE CITY SECRETARY TO FILE ALL REQUIRED DOCUMENTS RELATED TO THE REINVESTMENT ZONE WITH THE TEXAS COMPTROLLER'S OFFICE; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

* * * * * *

WHEREAS, the City Council (the "Council") of the City of Brookshire, Texas (the "City") desires to promote commercial-industrial development within the municipal boundaries of the City; and

WHEREAS, on May 14, 2020, the Council adopted "Guidelines & Criteria for Tax Abatement Agreements"; and

WHEREAS, according to Chapter 312 of the Texas Tax Code, the Council desires create a reinvestment zone over a certain area in the taxing jurisdiction of the municipality, with such area being more specifically described and depicted in "Exhibit A" attached to this Ordinance (the "Area"); and

WHEREAS, after publishing notice in a newspaper having general circulation in the City and after delivering in writing to the presiding officer of the governing body of each taxing unit that includes within its boundaries real property that is to be included in the proposed reinvestment zone, the Council held a public hearing on June 4, 2020 and allowed interested persons to speak and present evidence for or against the designation of the reinvestment zone; and

WHEREAS, it is the belief of the Council that the improvements sought for the Area are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of any tax abatement agreement that might relate to the Area; and

WHEREAS, it is the belief of the Council that designating a reinvestment zone over the Area would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the City; and **NOW, THEREFORE:**

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF BROOKSHIRE, TEXAS:

THAT, the statements contained in the preceding caption and recitals are true and correct and are incorporated into this Ordinance for all intents and purposes.

THAT, after publishing notice in a newspaper having general circulation in the City of Brookshire (the "City") and after delivering in writing to the presiding officer of the governing body of each taxing unit that includes within its boundaries real property that is to be included in

the proposed reinvestment zone, the Council held a public hearing on June 4, 2020 and allowed interested persons to speak and present evidence for or against the designation of the reinvestment zone.

THAT, the Council hereby finds that that certain area of land located within the City of Brookshire that is generally located north of I-10, west of Woods Road, and south of U.S. 90, with such area being more specifically described and depicted in "Exhibit A" attached to this Ordinance (the "Area"), would be reasonably likely, as a result of the designation of the reinvestment zone, to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the City.

THAT, the Council hereby finds that the reinvestment zone proposed for the Area satisfies the requirements of Section 312.201 of the Texas Tax Code.

THAT, the Council hereby finds that the improvements sought for the Area are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of any tax abatement agreement entered into under Section 312.204 or 312.211 of the Texas Tax Code that might relate to the Area.

THAT, pursuant to Chapter 312 of the Texas Tax Code, the Council hereby creates and designates a reinvestment zone for commercial-industrial tax abatement over the Area, and the reinvestment zone is hereby designated and shall hereafter be designated as the "City of Brookshire Reinvestment Zone Number 20-01".

THAT, the Council hereby declares that, upon designation of the reinvestment zone, the City may provide, on a case-by-case basis, tax abatement incentives in accordance with Chapter 312 of the Texas Tax Code and the City's "Guidelines & Criteria for Tax Abatement Agreements".

THAT, the Council directs the City Secretary to file all required documents regarding the reinvestment zone with the Texas Comptroller's Office and with any other entity required to be notified by law.

THAT, it is the intention of the Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, then such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

THAT, this Ordinance shall become effective upon its passage by the Council, and the reinvestment zone shall be created on the effective date of this Ordinance and shall remain in effect for five (5) years from that date, unless a longer period is authorized by law.

PASSED, APPROVED, and ORDAINED on this 4th day of June, 2020.

DARRELL BRANCH, MAYOR

ATTEST:

Claudia J. Harrison, City Secretary

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE CITY OF BROOKSHIRE REINVESTMENT ZONE 20.01

DESCRIPTION OF A 36.50 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
CITY OF BROOKSHIRE; WALLER COUNTY, TEXAS

BEING a 36.50 acre (1,589,859 square foot) tract of land situated in the T. Reese Survey, Abstract No. 330, City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Public Records of Waller County (O.P.R.W.C.), said 36.50 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along a West line of said 298.524 acre tract as cited herein:

COMMENCING at a 5/8-inch iron rod with cap stamped "KALKOMEY" found for the Northeast corner of a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 of the O.P.R.W.C., same being a corner of said 298.524 acre tract, lying on the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.);

THENCE, S 01°40'48" E, along and with the East line of said 7.50 acre tract and a West line of said 298.524 acre tract, a distance of 527.02 feet to the **POINT OF BEGINNING** and Northwest corner of the herein described tract;

THENCE, over and across said 298.524 acre tract the following courses and distances:

N 88°46'36" E, a distance of 1,564.57 feet to a point for the Northeast corner of the herein described tract, same being the beginning of a non-tangent curve to the left, from which its center bears N 87°13'49" E, 5,789.63 feet;

In a Southerly direction, along said curve to the left, an arc distance of 287.66 feet, having a radius of 5,789.63 feet, a central angle of 02°50'48" and chord which bears S 04°11'35" E, 287.63 feet to the point of tangency;

S 05°36'59" E, a distance of 257.53 feet to a point for the beginning of a tangent curve to the right;

In a Southerly direction, along said curve to the right, an arc distance of 362.83 feet, having a radius of 5,669.63 feet, a central angle of 03°40'00" and chord which bears S 03°46'59" E, 362.77 feet to the point of tangency;

S 01°56'59" E, a distance of 47.05 feet to a point for the beginning of a tangent curve to the right;

In a Southwesterly direction, along said curve to the right, an arc distance of 71.26 feet, having a radius of 45.00 feet, a central angle of 90°43'35" and chord which bears S 43°24'49" W, 64.04 feet to the point of tangency;

S 88°46'36" W, a distance of 1,568.83 feet to a point for the Southwest corner of the herein described tract;

N 01°13'24" W, a distance of 726.07 feet to a 5/8-inch iron rod found for the Southeast corner of said 7.50 acre tract, same being an interior corner of said 298.524 acre tract, same also being an angle point of the herein described tract;

THENCE, N 01°40'48" W, a distance of 272.98 feet to the **POINT OF BEGINNING** and containing 36.50 acres (1,589,859 square feet) of land.

DESCRIPTION OF A 243.1 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
AND THE H. & T.C. R.R. CO. SURVEY, BLOCK 1, SECTION 73, ABSTRACT NO. 154
CITY OF BROOKSHIRE; WALLER COUNTY, TEXAS

BEING a 243.1 acre (10,590,241 square foot) tract of land situated in the T. Reese Snrvey, Abstract No. 330 and the H. & T.C. R.R. Co. Survey, Block 1, Section 73 Abstract No. 154, City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Pnblic Records of Waller County (O.P.R.W.C.), said 243.1 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South right-of-way line of U.S. Highway 90 as cited herein:

BEGINNING at a 5/8-inch iron rod with cap stamped "WEISSER" found for the Northeast corner of said 298.524 acre tract and the herein described tract, same being the intersection of the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.) and the West right-of-way line of Woods Road (80 feet wide) as recorded under Volume 162, Page 130 and Volume 162, Page 481, both of the W.C.D.R.

THENCE, along and with the West right-of-way line of said Woods Road, same being the East line of said 298.524 acre tract, the following courses and distances:

S 01°56'59" E, a distance of 443.95 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the beginning of a tangent curve to the left;

In a Southerly direction, along said curve to the left, an arc distance of 369.23 feet, having a radius of 5,769.63 feet, a central angle of 03°40'00" and a chord which bears S 03°46'59" E, 369.17 feet to a 1/2-inch iron rod found for point of tangency;

S 05°36'59" E, a distance of 257.53 feet to a 5/8-inch iron rod fonnd for the beginning of a tangent curve to the right;

In a Southerly direction, along said curve to the right, an arc distance of 364.11 feet, having a radius of 5,689.63 feet, a central angle of 03°40'00" and a chord which bears S 03°46'59" E, 364.05 feet to a 5/8-inch iron rod found for point of tangency;

S 01°56'59" E, a distance of 1,117.07 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the Southeast corner of said 298.524 acre tract and the herein described tract, same being the intersection of the West right-of-way line of said Woods Road and the North right-of-way line of Interstate Highway 10 (width varies) as recorded under Volume 181, Page 165, Volume 183, Page 599 and Volume 1132, Page 659, all of the W.C.D.R., same also being the beginning of a non-tangent curve to the left from which its center bears S 02°41'16" E, 873.00 feet;

THENCE, along and with the North right-of-way line of said Interstate Highway 10, same being the South line of said 298.524 acre tract, the following courses and distances:

In a Westerly direction, along said curve to the left, an arc distance of 384.46 feet, having a radius of 873.00 feet, a central angle of 25°13'56" and a chord which bears S 74°41'47" W, a distance of 381.36 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for point of tangency;

S 62°04'48" W, a distance of 669.42 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the beginning of a tangent curve to the right;

In a Westerly direction, along said curve to the right, an arc distance of 237.27 feet, having a radius of 797.00 feet, a central angle of 17°03'25" and a chord which bears S 70°36'31" W, a distance of 236.39 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for the Southernmost corner of said 298.524 acre tract and the herein described tract, same being the beginning of a non-tangent curve to the right from which its center bears N 05°30'43" E, 5,729.58 feet;

In a Westerly direction, along said curve to the right, an arc distance of 149.98 feet, having a radius of 5,729.58 feet, a central angle of 01°29'59" and a chord which bears N 83°44'18" W, 149.98 feet to a 5/8-inch iron rod with cap stamped "WEISSER" found for point of tangency;

N 82°59'18" W, a distance of 3,517.29 feet to a point for the Southwest corner of said 298.524 acre tract and the herein described tract, same being the Southwest corner of a drainage easement (210 feet wide) described in an instrument to Brookshire-Katy Drainage District recorded under Volume 1204, Page 520 W.C.D.R., from which a found 5/8-inch iron rod with cap stamped "WEISSER" bears S 21°39' E, 0.32 of one foot, additionally from said Southwest corner, a found 5/8-inch iron rod with cap stamped "KALKOMEY" bears S 09°32' W, 0.52 of one foot;

THENCE, along and with the West line of said 298.524 acre tract and said drainage easement, the following courses and distances:

N 06°52'12" E, a distance of 261.26 feet to a point for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears S 49°44' W, 0.59 of one foot;

N 08°48'07" W, a distance of 204.19 feet to a point for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears S 48°26' W, 0.61 of one foot;

N 21°38'50" W, a distance of 225.31 feet to a 5/8-inch ion rod with cap stamped "KALKOMEY" found for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears S 55°38' W, 0.77 of one foot;

N 42°18'01" W, a distance of 416.97 feet to a point for corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears S 59°10' W, 0.64 of one foot;

N 01°18'49" W, a distance of 1,507.53 feet to a point for the Northwest corner of said 298.524 acre tract and the herein described tract, lying on the South right-of-way line of said U.S. Highway 90, from which a found 1/2-inch iron rod with cap stamped "WEISSER" bears S 80°09' W, 0.47 of one foot;

THENCE, N 88°46'36" E, along and with said South right-of-way line and a North line of said 298.524 acre tract, a distance of 2,513.65 feet to a 5/8-inch iron rod found for corner of said 298.524 acre tract and the herein described tract, same being the Northwest corner of a called 8.264 acre tract of land, designated Tract 2, described in an instrument to Woods Road R1, LLC recorded under File Number 1900879 O.P.R.W.C.;

THENCE, S 01°40'48" E, along and with the West line of said 8.264 acre tract, same being an East line of said 298.524 acre tract, a distance of 800.00 feet to a 5/8-inch iron rod found for the Southwest corner of said 8.264 acre tract, same being and interior corner of said 298.524 acre tract and the herein described tract;

THENCE, N 88°46'36" E, along and with a North line of said 298.524 acre tract, same being the South lines of said 8.264 acre tract, a called 2.601 acre tract of land, designated Tract 1, described in an instrument to Woods Road R1, LLC recorded under File Number 1900879 O.P.R.W.C., and a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 O.P.R.W.C., at a distance of 450.00 feet passing the South common corner of said 8.264 acre tract and said 2.601 acre tract, at a distance of 591.61 feet passing the South common corner of said 2.601 acre tract and said 7.50 acre tract, continuing for a total distance of 1,000.00 feet to a 5/8-inch iron rod found for the Southeast corner of said 7.50 acre tract, same being an interior corner of said 298.524 acre tract and corner of the herein described tract;

THENCE, over and across said 298.524 acre tract the following courses and distances:

S 01°13'24" E, a distance of 726.07 feet to a point for an interior corner of the herein described tract;

N 88°46'36" E, a distance of 1,568.83 feet to the beginning of a tangent curve to the left;

In a Northeasterly direction, along said curve to the left, an arc distance of 71.26 feet, having a radius of 45.00 feet, a central angle of 90°43'35" and a chord which bears N 43°24'48" E, 64.04 feet to point of tangency;

N 01°56'59" W, a distance of 47.05 feet to the beginning of a tangent curve to the left;

In a Northerly direction, along said curve to the left, an arc distance of 362.83 feet, having a radius of 5,669.63, a central angle of 03°40'00" and a chord which bears N 03°46'59" W, 362.77 feet to point of tangency;

N 05°36'59" W, a distance of 257.53 feet to the beginning of a tangent curve to the right;

In a Northerly direction, along said curve to the right, an arc distance of 370.51 feet, having a radius of 5,789.63 feet, a central angle of 03°40'00" and a chord which bears N 03°46'59" W, 370.45 feet to point of tangency;

N 01°56'59" W, a distance of 444.20 feet to a point for corner of the herein described tract, lying on the South right-of-way line of said U.S. Highway 90 and a North line of said 298.524 acre tract;

THENCE, N 88°46'36" E, along and with said South right-of-way line and a North line of said 298.524 acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 243.1 acres (10,590,241 square feet) of land.

DESCRIPTION OF A 8.362 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
CITY OF BROOKSHIRE; WALLER COUNTY, TEXAS

BEING a 8.362 acre (364,231 square foot) tract of land situated in the T. Reese Survey, Abstract No. 330 City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Public Records of Waller County (O.P.R.W.C.), said 8.362 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South right-of-way of U.S. Highway 90 as cited herein:

COMMENCING at a 5/8-inch iron rod with cap stamped "WEISSER" found for the Northeast corner of said 298.524 acre tract, same being the intersection of the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.) and the West right-of-way line of Woods Road (80 feet wide) as recorded under Volume 162, Page 130 and Volume 162, Page 481, both of the W.C.D.R.;

THENCE, S 88°46'36" W, along and with the North line of said 298.524 acre tract and said South right-of-way line, a distance of 20.00 feet to the **POINT OF BEGINNING** and Northeast corner of the herein described tract;

THENCE, over and across said 298.524 acre tract, the following courses and distances:

S 01°56'59" E, a distance of 444.20 feet to a point for the beginning of a tangent curve to the left;

In a Southerly direction, along said curve to the left, an arc distance of 82.85 feet, having a radius of 5,789.63 feet, a central angle of 00°49'12" and chord which bears
S 02°21'35" E, 82.85 feet to a point for the Southeast corner of the herein described tract;

S 88°46'36" W, a distance of 695.04 feet to a point for the Southwest corner of the herein described tract;

N 01°13'24" W, a distance of 527.00 feet to a point for the Northwest corner of the herein described tract lying on a North line of said 298.524 acre tract and the South right-of-way line of said U.S. Highway 90, from which a 5/8-inch iron rod with cap stamped "KALKOMEY" found lying on the South right-of-way of said U.S. Highway 90, for the Northeast corner of a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 of the O.P.R.W.C., same being a corner of said 298.524 acre tract bears S 88°46'36" W, a distance of 873.73 feet;

THENCE, N 88°46'36" E, along and with a North line of said 298.524 acre tract and the South right-of-way line of said U.S. Highway 90, a distance of 687.77 feet to the **POINT OF BEGINNING** and containing 8.362 acres (364,231 square feet) of land.

DESCRIPTION OF A 10.55 ACRE TRACT OF LAND
SITUATED IN THE T. REESE SURVEY, ABSTRACT NO. 330
CITY OF BROOKSHIRE; WALLER COUNTY, TEXAS

BEING a 10.55 acre (459,352 square foot) tract of land situated in the T. Reese Survey, Abstract No. 330, City of Brookshire, Waller County, Texas and being a portion of a called 298.524 acre tract of land described in an instrument to SRPF B/SPARTAN WEST X, L.P. recorded under File Number 1909841 of the Official Public Records of Waller County (O.P.R.W.C.), said 10.55 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South right-of-way line of U.S. Highway 90 as cited herein:

BEGINNING at a 5/8-inch iron rod with cap stamped "KALKOMEY" found for the Northeast corner of a called 7.50 acre tract of land described in an instrument to Waller County recorded under File Number 1704720 of the O.P.R.W.C., same being a corner of said 298.524 acre tract, lying on the South right-of-way line of U.S. Highway 90 (100 feet wide) as recorded under Volume 52, Page 519 and Volume 52, Page 574, both of the Waller County Deed Records (W.C.D.R.);

THENCE, N 88°46'36" E, along and with said South right-of-way line and a North line of said 298.524 acre tract, a distance of 873.73 to a point for the Northeast corner of the herein described tract, from which a 5/8-inch iron rod found for the Northeast corner of said 298.524 acre tract, same being the intersection of the South right-of-way line of said U.S. Highway 90 and the West right-of-way line of Woods Road (80 feet wide) as recorded under Volume 162, Page 130 and Volume 162, Page 481, both of the W.C.D.R. bears N 88°46'36" E, 687.77 feet;

THENCE, over and across said 298.524 acre tract, the following courses and distances:

S 01°13'24" E, a distance of 527.00 feet to a point for the Southeast corner of the herein described tract;

S 88°46'36" W, a distance of 869.53 feet to a point for the Southwest corner of the herein described tract, lying on the East line of said 7.50 acre tract, same being a West line of said 298.524 acre tract;

THENCE, N 01°40'48" W, along and with the line common to said 7.50 acre tract and said 298.524 acre tract, a distance of 527.02 feet to the **POINT OF BEGINNING** and containing 10.55 acres (459,352 square feet) of land.

Waller County Appraisal District Property ID Numbers
All Parcels Included in the City of Brookshire Reinvestment Zone 20.01 – June 4, 2020

13410

40112

258449

258451

258452

258453

258454

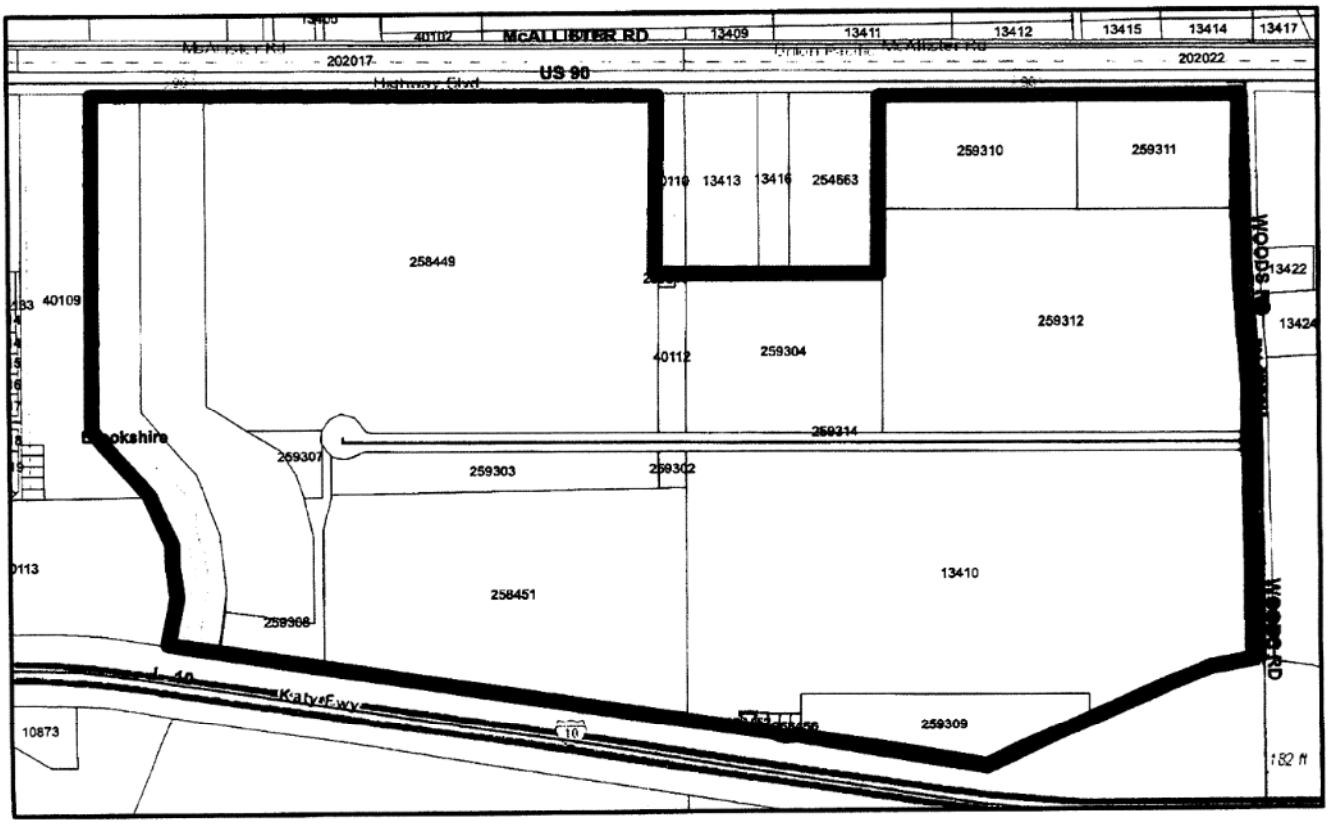
258455

258456

259302

259303

General Depiction of the Boundaries of the City of Brookshire Reinvestment Zone 20.01


McALLISTER RD
US 90
202017
202022
13409
13411
13412
13415
13414
13417
13413
13416
254563
259310
259311
258449
40109
259312
13422
13424
40112
259304
259314
Brookshire
259307
259303
259302
13410
258451
259308
Katy Fwy
10
259309
10873
182 ft
Exhibit C, p. 13