

STATE OF TEXAS §

COUNTY OF BRAZOS §

**CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT  
BETWEEN  
BRAZOS COUNTY  
AND  
RELLIS CAMPUS DATA AND RESEARCH CENTER, LLC**

This Economic Development Agreement (“Agreement”) is entered into by and between the County of Brazos, Texas, a political subdivision of the State of Texas, (“County”), and RELLIS Campus Data and Research Center, LLC (“Developer”). County and Developer may also be referred to collectively as the (“Parties”) or individually as the (“Party”).

**WHEREAS**, the Developer has entered into a ground lease with the Board of Regents of the Texas A&M University System (hereinafter referred to as “TAMUS”) to lease approximately 25 acres of land, more or less (the “Land”) located on the Texas A&M University System RELLIS Campus (the “RELLIS Campus”) in Bryan, Brazos County, Texas (hereinafter the “Ground Lease”), with plans to develop and operate an approximately 225,000 sq. ft. data center with offices and classroom facilities (the “Project”); and

**WHEREAS**, the Commissioner’s Court of Brazos County finds the construction and operation of a data center by Developer will provide a valuable catalyst for economic development in the County through creation and retention of jobs, and an increase in ad valorem taxes to the County;

**WHEREAS**, to make the Project viable, the Parties desire for County to provide an economic development grant to Developer in the form of an annual payment in an amount equal to fifty percent (50%) of the Maintenance and Operations portion of the County’s ad valorem taxes collected on the Real Property and the Tangible Personal Property, excluding Inventory and Supplies, owned or leased by Developer or a tenant of Developer and located on the Premises, based upon Developer’s satisfaction of certain obligations incident to the construction and operation of the data center, and tied to the increase in valuation of the Real Property and Tangible Personal Property attributable to such construction and operation;

**WHEREAS**, in consideration of the execution of the Project in accordance with the performance measures set forth herein, County agrees to use available revenues calculated based on the increase in ad valorem taxes generated from the Project, to grant to Developer incentives ( the “Chapter 381 Payments”) as set out herein; and

**WHEREAS**, to ensure that the benefits County provides under this Agreement are utilized in a manner consistent with TEXAS LOCAL GOVERNMENT CODE, Chapter 381 and other law, Developer agrees to comply with certain conditions for receiving those benefits, including conditions relating to property development.

**NOW, THEREFORE**, for the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties are entering into this Agreement and agree to the terms and conditions set forth in this Agreement.

## **ARTICLE I DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

**“Ad Valorem Tax Revenues”** shall mean the Operations and Maintenance portion of the Real Property Taxes collected by the County on the Property, a portion of which will be repaid to Developer in the form of Chapter 381 Payments.

**“Affiliate”** shall mean any person or entity which directly or indirectly controls, is controlled by or is under common control with Developer, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise, (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

**“Bankruptcy or Insolvency”** shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any portion of the Property owned by Developer or a material part of a Party’s property, and such appointment is assignment for the benefit of creditors, the filing of a voluntary petition for bankruptcy protection by a Party , or the commencement of an involuntary bankruptcy proceeding against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

**“Base Year Taxable Value”** shall mean the Taxable Value of the Property as of the 1<sup>st</sup> day of April, 2023, from which all increases in the Taxable Value of the Property shall be measured.

**“BCAD”** shall mean Brazos Central Appraisal District.

**“Chapter 381 Payment(s)”** or **“Cash Incentives”** shall mean that amount paid as a grant under Texas Local Government Code, Chapter 381, by County to Developer in an amount equal to fifty percent (50%) of Maintenance and Operations Rate portion of the Real Property Taxes collected and attributable to the Incremental Taxable Value in the calendar year immediately preceding the year in which a Chapter 381 Payment is requested. Such amount shall be calculated based upon the Incremental Taxable Value for each year of the Agreement, unless otherwise provided herein.

**“Commencement of Construction”** shall mean that: (a) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project or the applicable phase of the Project; (b) all necessary permits for the construction of the Project or for the applicable phase of the Project, pursuant to the respective

plans therefor have been issued by all applicable governmental authorities; and (c) grading of the applicable portion of the Property and for construction of the respective phase of the Project.

**“Developer”** shall mean RELLIS Campus Data and Research Center, LLC, and its successors and permitted assigns.

**“Effective Date”** shall mean the date this Agreement is fully executed by both the County and Developer.

**“Expiration Date”** shall mean the earlier to occur of (a) the date the Chapter 381 Payment is received from the County in the year following 10 years after the First Year of Cash Incentives or January 1, 2024, whichever occurs first, or (b) 5 years from the Effective Date of this Agreement, if at that time, the Developer has not completed and/or the County has not accepted the Project; or (c) Developer’s receipt of the total Chapter 381 Payments equal to the Maximum Payment Amount, as defined herein; or October 31, 2034. In recognition of the fact that Chapter 381 Payments by necessity are calculated and paid after taxes have been assessed and paid to the County, and therefore always run in arrears, the term of this Agreement shall be deemed to be extended for the time necessary to make any payments otherwise due and payable to Developer which extend beyond the original term of the Agreement.

**“Facility”** shall mean a building or structure erected on the Property.

**“First Year of Cash Incentive(s)”** shall mean the first calendar year following the calendar year in which the Incremental Taxable Value of the Property is at least ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) as determined by BCAD, or 2024, whichever occurs first.

**“Force Majeure”** shall mean any act that (a) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so; (b) is beyond the reasonable control of the affected Party; (c) is not due to the affected Party’s fault or negligence and (d) could not be avoided by the Party who suffers it, by the exercise of commercially reasonable efforts, including the expenditure of any reasonable sum of money. Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include; (i) natural phenomena such as storms, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disasters, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) delays in obtaining necessary goods or services essential for Project completion caused by an epidemic or pandemic; (vi) fires; (vii) actions or omissions of a Governmental Authority that were not voluntarily induced or promoted by the affected Party or brought about by the breach of its obligations under this Agreement or any Applicable Law; and (viii) failure of the other Party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof, provided however, that under no circumstances shall Force Majeure include any of the following events: (A) Developer’s financial inability to perform as a result of economic hardship or changes in market conditions; or

(B) any strike or labor dispute involving the employees of Developer or any Affiliate of Developer, other than industry or nationwide strikes or labor disputes.

**“Governmental Authority(ies)”** shall mean any Federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body whether legislative, judicial or executive (or a combination or permutation thereof), including a local government corporation, and the Texas A&M University System Office of Facilities Planning and Construction.

**“Ground Lease”** shall mean the Ground Lease dated June 1, 2020, between Developer and the Board of Regents of the Texas A&M University System with respect to the lease of the Land to Developer..

**“Improvements”** shall mean construction of a new, approximately 225,000 square ft. data center, with offices and classroom facilities, and other ancillary facilities such as required parking and landscaping, and as more fully described in the submittals to be filed with the County.

**“Incremental Taxable Value”** shall mean the Taxable Value for the Property as of January 1st of a given year less the Base Year Taxable Value.

**“Inventory”** shall mean only those items of Tangible Personal Property, consisting of items commonly referred to as wares, goods, and merchandise, which are held for sale or lease to customers in the ordinary course of business.

**“Land”** shall mean the approximately 25 acres of land located on the RELLIS Campus the subject of a Ground Lease between Developer, as tenant, and the Board of Regents of the Texas A&M University System as landlord as described in Exhibit “A”.

**“Maximum Payment Amount”** shall mean the total, not to exceed amount of cash incentives which may be paid to Developer by County as a Chapter 381 Payment during the term of this Agreement, which amount shall not exceed NINE MILLION DOLLARS AND NO CENTS (\$9,000,000.00).

**“Payment Request”** shall mean a written request from Developer to the County for payment of the annual Cash Incentive accompanied by a report of all property ID numbers for each record owner of a lot, parcel or Facility located on the Property.

**“Project”** is Developer’s planned approximately 225,000 square ft. data center with office and classroom facilities to be located at Texas A&M University System’s RELLIS Campus in Brazos County, Texas.

**“Property”** shall mean the Real Property and Tangible Personal Property, excluding Inventory and Supplies.

**“Real Property Taxes”** are the County’s share of the ad valorem taxes received by the County from the Brazos County Tax Assessor-Collector on the value of the Real Property, which shall include land, improvements and personal property taxed by the County.

**“RELLIS Campus”** shall mean the Texas A&M University System RELLIS Campus located in the City of Bryan, Brazos County, Texas.

**“Taxable Value”** shall mean the appraised value as certified by the Brazos Central Appraisal District as of January 1st of a given year.

## **ARTICLE II TERM**

2.01 This Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years after the first Chapter 381 Payment is received or January 1, 2034, whichever occurs first, unless terminated sooner. In recognition of the fact that Chapter 381 Payments are, by necessity, calculated and paid after taxes have been levied by and paid to the County and, therefore, will always be paid in arrears, the Term of this Agreement will be deemed extended until any Chapter 381 Payments relating to Ad Valorem Tax Revenues attributable to the specified Term of this Agreement have been paid to the County and Developer.

## **ARTICLE III REPRESENTATIONS AND WARRANTIES OF DEVELOPER AND COUNTY**

3.01 In order to induce County to enter into this Agreement, Developer represents and warrants as follows:

(a) Developer is a duly organized and validly existing Liability Corporation under the laws of the State of Texas.

(b) Developer has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all other instruments to be executed and delivered by the Developer in connection with its obligations hereunder. The execution, delivery, and performance by Developer of this Agreement have been duly authorized by all requisite action by the Developer, and this Agreement is a valid and binding obligation of the Developer enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

(c) The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement.

(d) To its best knowledge, Developer is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the Developer's ability to perform its obligations under this Agreement.

(e) The Developer fully intends to commence and complete the Project.

3.02 In order to induce Developer to enter into this Agreement, County represents and warrants as follows:

(a) County is a political subdivision of the State of Texas created by the state for governmental purposes and is authorized and empowered to enter into this Agreement. The County Commissioners Court is empowered to act on behalf of the County, limited to activities specifically provided in the state constitution, statutes, and codes.

(b) The County has the authority to levy, assess, and collect ad valorem taxes on the Property and to use the taxes collected by it from property within the County, including the Property, as provided in this Agreement.

#### **ARTICLE IV DEVELOPER OBLIGATIONS**

4.01 In consideration of the County's participation in this Chapter 381 Program, and as an express condition of the County's obligation to provide the Chapter 381 Payments to Developer, Developer agrees to:

(a) Commence Construction of the Project no later than November 1, 2021, and shall substantially complete construction of the Project within eighteen (18) months of the Commencement of Construction Date.

(b) Construct Improvements in accordance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

(c) File a copy of construction plans for the Project Improvements with the County, which shall be deemed to be incorporated by reference herein and made a part hereof.

(d) Maintain Improvements owned by it during the Term of this Agreement in accordance with all applicable federal, state, and local laws, codes, ordinances, rules and regulations.

(e) Make timely payment of ad valorem taxes during the Term of this Agreement, Developer shall not allow the ad valorem taxes owed to the County on the Property by Developer or any other Property owned by Developer and located within Brazos County, to become delinquent beyond the date of when due, as such date may be extended to allow for any protest of valuation or appeal during the Term of this Agreement. Nor shall Developer fail to render for taxation any property owned by Developer and located within Brazos County.

(f) During the Term of this Agreement, Developer shall not default on the Ground Lease.

(g) During the Term of this Agreement, Developer shall not allow the ad valorem taxes owed to County on the Property owned by the Developer, or any other property owned by Developer and located within the County to become delinquent beyond the date when due, as such date may be extended to allow for any protest of valuation or appeal. Nor shall Developer fail to render for taxation any property owned by Developer and located within the County.

(h) During the Term of this Agreement, Developer shall not convey all or part of the Improvements to the Texas A&M University System or other third party without the prior written consent of the County, which written consent not to be unreasonably withheld, conditioned or delayed, with the exception that Developer may convey the Improvements to the Developer's Affiliate.

(i) Comply with all terms of this agreement

4.02 Developer's failure to meet Developer's obligations under this Agreement shall release the County from any payment obligations in this Agreement.

## **ARTICLE V COUNTY OBLIGATION**

5.01 County's obligation to make the Chapter 381 Payment to Developer as set forth herein is contingent and conditioned upon the satisfaction of the following performance requirements:

(a) The Property must achieve a minimum combined Real Property and Tangible Personal Property Taxable Value of ONE HUNDRED MILLION DOLLARS (\$100,000,000.00), as determined by BCAD, within twenty-four (24) months of the Effective Date; and

(b) The Property must achieve a combined Real Property and Tangible Personal Property Taxable Value of TWO HUNDRED MILLION DOLLARS (\$200,000,000), as determined by BCAD, within sixty (60) months of the Effective Date.

5.02 Developer's failure to meet Developer's obligations under this Agreement shall release the County from any payment obligations in this Agreement.

## **ARTICLE VI CHAPTER 381 PAYMENTS**

6.01 Subject to the Developer's compliance with the terms and conditions of this Agreement, County agrees to pay to Developer annually, not later than October 30 of each year, an amount equal to fifty percent (50%) of Maintenance and Operations Rate portion of the Real Property

Taxes collected and attributable to the Incremental Taxable Value of the Property for the preceding tax year. Provided that the total amount of Chapter 381 Payments paid under this Agreement shall not exceed the Maximum Payment Amount.

6.02 In no event will the Chapter 381 Payment paid in connection with a tax year exceed fifty percent (50%) of the Maintenance and Operations portion of the ad valorem taxes actually collected by the County from the Property.

6.03 The County's obligation to make the Chapter 381 Payment(s) hereunder is subject to annual appropriation by the Brazos County Commissioners Court, which the County agrees to use best efforts to appropriate such funds annually during the Term of this Agreement. Under no circumstances shall County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

6.04 The total amount of Chapter 381 Payments paid by the County under this Agreement shall not exceed the Maximum Payment Amount. Upon the County's payment of the Maximum Payment Amount, the County's obligation to make the Chapter 381 Payments to Developer ends.

6.05 During the term of this Agreement, Developer shall be subject to all taxation, including but not limited to, sales tax and ad valorem taxation; provided, this Agreement does not prohibit Developer from claiming any exemptions from tax provided by applicable law.

6.06 The County's obligation to make the Chapter 381 Payment(s) hereunder is subject to Developer's filing of a Payment Request on or before September 1 of each calendar year, requesting payment for the previous year's taxes. The request shall be made on the form attached hereto as Exhibit "C", together with all supporting documentation.

## **ARTICLE VII IMPROVEMENTS**

7.01. Developer agrees as good and valuable consideration for this Agreement, that construction of the Improvements by Developer will be in accordance with all applicable state and local laws, codes, and regulations.

7.02 A copy of construction plans for the Improvements constructed on the Property by Developer will be filed with County, in the office of the County Judge.

7.03 Developer agrees to maintain the Improvements owned by it during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

7.04 County, its agents and employees shall have the right of access to the Property during construction by Developer to inspect the Improvements at reasonable times and with reasonable notice to Developer, and in accordance with visitor access and security policies of Developer and Developer's tenants, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).



7.05 Developer agrees to include the following paragraph in any land sales contract for the Property:

- (a) Buyer agrees that construction of the Improvements will be in accordance with all applicable state and local laws, codes and regulations;
- (b) Construction plans for the Improvements constructed on the Property will be filed with County, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes;
- (c) Buyer agrees to maintain the Improvements owned by it during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations; and
- (d) County, its agents and employees shall have the right of access to the Property during construction by Buyer to inspect the Improvements at reasonable times and with reasonable notice to Buyer, and in accordance with visitor access and security policies of Buyer and Buyer's tenants, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

#### **ARTICLE VIII DEFAULT, TERMINATION AND RECAPTURE**

8.01 This Agreement shall terminate upon any one or more of the following, and the County shall have no further obligations to make any further Chapter 381 Payments, except as provided in Section 2.01 of this Agreement.

- (a) By mutual agreement of the Parties;
- (b) Expiration Date;
- (c) By the County, if Developer suffers an event of Bankruptcy or Insolvency;
- (d) By the County or Developer in the event the other Party breaches any of the terms or conditions of the Agreement and any such breach is not cured within sixty (60) days after written notice by the non-breaching Party.

8.02 If the Developer should default in the performance of any obligation of this Agreement, the County shall provide Developer written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to pursuing any remedy for default.

8.03 If Developer remains in default after notice and opportunity to cure, County shall have the right to (a) suspend the Chapter 381 Payments or (b) terminate the Agreement and the Chapter 381 Payments which have accrued after the date of default; and (c) to exercise all available remedies at law and at equity.

8.04 In the event the Developer defaults by failing to satisfy the investment requirements of Section 4.01(b), the County shall have the right to recapture all Cash Incentives paid during the Term of this Agreement by County to Developer. The Developer shall repay to the County the total amount of all Payments paid to Developer by County under this Agreement within thirty (30) days of the County's written demand therefore. Any amounts not timely paid shall be considered delinquent property taxes and shall bear penalty, fees, and interest at the rate prescribed by law for delinquent property taxes.

8.05 The provisions of this Article herein regarding termination of the Agreement and the recapture of previously paid Cash Incentives shall apply should the Developer fail to pay property taxes owed to the County and fails to properly follow legal procedures for protest or contest of such taxes.

8.06 The County's right and authority to pursue any default and to recover all of the Chapter 381 Payments made to Developer under this Agreement shall survive the termination of this Agreement.

## **ARTICLE IX EVENTS OF FORCE MAJEURE**

9.01 If the Developer gives written notice to County that Developer cannot perform one or more of the Developer's obligations because of force majeure, within ten (10) days of the event of force majeure, the County may, by written notice to the Developer, suspend one or more of the Developer's obligations in whole or in part for the time and to the extent necessary to allow the Developer to overcome the force majeure and resume performance thereof.

## **ARTICLE X TERMINATION**

10.01 In the event, Developer elects not to proceed with the Project as contemplated by this Agreement, Developer shall notify the County in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. In addition this Agreement shall terminate when Developer has been paid the Maximum Payment Amount in full.

10.02 If the Developer sells or otherwise conveys the Property or any portion of the Property to a third party, other than an Affiliate as defined herein, prior to the Property obtaining a minimum Incremental Taxable Value of TWO HUNDRED MILLION DOLLARS (\$200,000,000.00), this Agreement shall terminate as of the conveyance date and the County shall have no further obligation to make any Chapter 381 Payments to Developer.

**ARTICLE XI  
INDEMNIFICATION**

11.01 Developer does hereby agree to waive all claims, release, indemnify, defend and hold harmless the County, and all of their officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by the error, omission, or negligent act of Developer, its officers, agents, or employees arising out of or in connection with the performance of this Agreement, and Developer will at its own cost and expense defend and protect the County from any and all such claims and demands. The indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or subcontractor under workman's compensation or other employee benefit acts.

**ARTICLE XII  
REPORTING AND AUDITING**

12.01 Compliance Certification. Developer shall, before August 1<sup>st</sup> of each calendar year that the Agreement is in effect, certify in writing to County that it is in compliance with each term of the Agreement, using the Certificate of Compliance form attached hereto as Exhibit "B". The submission of these reports shall be the responsibility of Developer and shall be signed by an officer of the Developer. Current year paid tax receipts shall be attached to the form as an Exhibit.

12.02 Access to Records / Right to Audit. Developer shall allow County reasonable access, during normal business hours, to exam its records and books and all other relevant records related to the Developer's compliance with the performance requirements of this Agreement.

**ARTICLE XIII  
MISCELLANEOUS**

13.01 **Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are true and correct and are hereby incorporated herein as part of this Agreement.

13.02 **Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

13.03 **Amendments.** This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

13.04 **Assignment.** Developer may not assign this Agreement without the prior written consent of the County, except that Developer may assign this Agreement in whole or in part to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction; provided that Developer provides the County with written notice promptly

after any such assignment. The Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

13.05 **No Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused, unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

13.06 **Notices.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation, or personal delivery to the other Party at the address below. If no address is listed for a Party, notice to such Party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. Each Party may update its contact information by notice to the other. Routine business and technical correspondence must be in English, and may be in electronic form. The contact information for each Party is as follows:

**COUNTY:**

Brazos County  
Attn: Duane Peters, County Judge  
200 S. Texas Ave., Ste. 332  
Bryan, Texas 77803  
Telephone: (979) 361-4102  
Facsimile: (979) 361-4503

**DEVELOPER:**

RELLIS Campus Data and Research Center, LLC  
Attn: Sam Tenorio, III  
President  
833 RELLIS Parkway  
Telephone: (512) 650-6228

13.07 **Applicable Law and Venue.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Brazos County, Texas. Venue for any matters in federal court will be in the United States District Court for the Southern District of Texas, Houston Division.

13.08 **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision to be illegal, invalid or unenforceable.

**13.09 Third Parties.** The County and Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and Developer or permitted assignees of the County and Developer, except that the indemnification and hold harmless obligations by Developer provided for in this Agreement shall inure to the benefit of the indemnitees named herein.

**13.10 No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

**13.11 Employment of Undocumented Workers.** During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay to County all Cash Incentives received under this Agreement as of the date of such violation within 120 days after the date Developer is notified by County of such violation, plus interest at the rate of 5% simple interest from the date of Developer's receipt of the Cash Incentives until repaid.

**13.13 2 HB 1295 Compliance.** Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract. For further information please go to the Texas Ethics Commission website via the following link.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**13.14 Boycotts and Foreign Business Engagements.** The Developer represents and warrants for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent Developer, or affiliate of the Developer, boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation 50 U.S.C. Section 4607, neither the Developer nor any Affiliate of Developer will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this clause (a) has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code. Developer represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Developer nor any Affiliate of Developer (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a Developer listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this clause (B) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**13.15 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**Brazos County, Texas:**

\_\_\_\_\_  
Duane Peters  
County Judge

\_\_\_\_\_  
Steve Aldrich  
County Commissioner, Precinct 1

\_\_\_\_\_  
Russ Ford  
County Commissioner, Precinct 2

\_\_\_\_\_  
Nancy Berry  
County Commissioner, Precinct 3

\_\_\_\_\_  
Irma Cauley  
County Commissioner, Precinct 4

ATTEST:

\_\_\_\_\_  
Karen McQueen, County Clerk

**RELLIS Campus Data and Research Center, LLC:**

\_\_\_\_\_  
Sam Tenorio, III, President

Date: \_\_\_\_\_

**EXHIBIT “B”**

**Certificate of Compliance**

Reporting Year \_\_\_\_\_

I, \_\_\_\_\_, the authorized representative of RELLIS Campus Data and Research Center, LLC, hereby certify that the RELLIS Campus Data and Research Center, LLC has complied fully with the Chapter 381 Economic Development Program Agreement during the reporting year, including but not limited to Sections 4.01, 5.01, 12.12 and 12.14. Current year paid tax receipts are attached hereto as Exhibit “1”.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Received By:

\_\_\_\_\_

County Auditor  
Brazos County, Texas

Date: \_\_\_\_\_

**EXHIBIT “C”**  
**Brazos County, Texas**  
**Payment Request Form**  
**381 Economic Development Agreement**

The following payment request is consistent with the Economic Development 381 Agreement between Brazos County, Texas and the RELLIS Campus Data and Research Center, LLC, signed and approved by the Brazos County Commissioners Court on \_\_\_\_\_.

Make Payment to: RELLIS Campus Data and Research Center, LLC.

Payment #: \_\_\_\_\_ of 10.

1. Total amount of the Operations and Maintenance portion of the Ad Valorem Tax Revenues collected by the County through July 1<sup>st</sup>. \$ \_\_\_\_\_
  
2. Abatement agreement % per contract: 50%
  
3. Multiply Line 1 by Line 2. Amount due from Brazos County, Texas. \$ \_\_\_\_\_

Affirm that the amount above was paid in full and on time to the Brazos County Tax Office.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Received By:

\_\_\_\_\_  
County Auditor  
Brazos County, Texas

Date: \_\_\_\_\_