

STATE OF TEXAS §
COUNTY OF BRAZOS §

**TAX ABATEMENT AGREEMENT BETWEEN BRAZOS COUNTY
AND AMERICA’S FOUNDRY BRYAN LLC**

This Tax Abatement Agreement (the “**Agreement**”) is entered into by and between the County of Brazos, Texas, a political subdivision of the State of Texas, acting herein by and through its duly elected Commissioners Court (the “**COUNTY**”), and America’s Foundry Bryan LLC, a Delaware corporation (the “**DEVELOPER**”), acting herein by and through its duly authorized agents. COUNTY and DEVELOPER may also be referred to collectively as the “**Parties**” or individually as the “**Party**”.

W I T N E S S E T H:

WHEREAS, the City Council of the City of Bryan, a Texas home rule municipality (the “**City**”) adopted an ordinance on May 14, 2024 establishing the RELLIS Reinvestment Zone Number One (1) for Commercial-Industrial Tax Abatement in the City of Bryan, Texas being further described in **Exhibit “A”** attached hereto (the “**Reinvestment Zone**”), as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE; and

WHEREAS, DEVELOPER is considering entering into a long-term land lease with the Board of Regents of the Texas A&M University System (herein after referred to as “**TAMUS**”) to lease approximately 220.9 acres of land (the “**Land**”) located on the Texas A&M University System RELLIS Campus (the “**RELLIS Campus**”) in the City of Bryan, Brazos County, Texas being further described in **Exhibit “B”** attached hereto, with intentions to develop and operate a high technology manufacturing facility, including other buildings and ancillary facilities supporting the operation of the facility (the “**Project**”); and

WHEREAS, DEVELOPER is considering the Reinvestment Zone as the site for a high technology manufacturing plant; and

WHEREAS, DEVELOPER represents that the proposed a high technology manufacturing plant represents an approximate investment of over TEN BILLION DOLLARS (\$10,000,000,000) by DEVELOPER over a multi-year period and that when fully operational the facility is expected to bring significant new employment to the COUNTY; and

WHEREAS, DEVELOPER’s selection of the Reinvestment Zone as the location for the facility is the result of collaboration among DEVELOPER, the State of Texas, the Texas A&M University System, the City, the COUNTY and economic development entities; and

WHEREAS, the COUNTY finds the construction and operation of the high technology manufacturing facility by DEVELOPER will provide a valuable catalyst for economic development in the COUNTY by attracting new businesses, through the creation and retention of jobs, and an increase in ad valorem taxes to the COUNTY; and

WHEREAS, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Tax Abatement Guidelines and the Tax Code in order to maintain and enhance the employment, commercial, and industrial economic base of the COUNTY; and

WHEREAS, on the 12th day of March, 2024, the COUNTY adopted guidelines for tax abatements that are current under Tax Code Section 312.002 (the “**Tax Abatement Guidelines**”); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the COUNTY as contemplated by the Tax Code; and

WHEREAS, on the 12th day of March, 2024, the COUNTY adopted a resolution electing to be eligible to participate in tax abatements pursuant to Tax Code, Section 312.002; and

WHEREAS, the COUNTY, after a public hearing, has found that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements (hereinafter defined) are consistent with encouraging economic development of the Reinvestment Zone and that the proposed tax abatement will be in compliance with the Tax Abatement Guidelines, the Tax Code, and all other applicable laws; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the governing bodies’ presiding officers of each taxing unit in which the Premises is located.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Reinvestment Zone which contributes to the economic development of the COUNTY, and the enhancement of the tax base in the COUNTY, the Parties agree as follows:

ARTICLE I DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them. If a term is not defined herein it shall have the meaning ascribed to it in Section 1.04 of the Tax Code.

“Abatement” means the full or partial exemption from the COUNTY’s Maintenance and Operations (M&O) ad valorem taxes on property in a Reinvestment Zone as provided herein. The property tax abatement provided in this Agreement shall extend only to COUNTY ad valorem taxes on the Improvements and new Tangible Personal Property located on the Land within the Reinvestment Zone.

“Affiliate” shall mean any person or entity which directly or indirectly controls, is controlled by or is under common control with DEVELOPER. 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 part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or 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 1st day of January 2025, from which all increases in the Taxable Value of the Property shall be measured.

“BCAD” shall mean Brazos Central Appraisal District.

“Commencement of Construction” shall mean that: (a) construction 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) commence construction of the facility foundation of the respective phase of the Project.

“COUNTY” shall mean Brazos County, Texas.

“DEVELOPER” shall mean America’s Foundry Bryan LLC, and its successors and permitted assigns.

“Effective Date” shall mean the day after all conditions precedent listed at Section 11.16 have been satisfied.

“Expiration Date” shall mean March 1 of the calendar year following the expiration of the last of the tax abatements provided herein.

“Facility” shall mean a building or structure erected on the Land for the purpose of the Project.

“First Year of Abatement” shall mean the year beginning on January 1, 2026; provided, however, that the DEVELOPER may, at its sole discretion and sole option, elect to delay the First Year of Abatement by up to one (1) year by delivering a notice to the COUNTY and BCAD stating such desire (a “Notice of First Year of Abatement Change”); and in such case, the First Year of Abatement shall be the date identified in the Notice of First Year of Abatement Change.

“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: natural phenomena such as storms, floods, lightning and earthquakes; wars, civil disturbances, revolts insurrections, terrorism, sabotage and threats of sabotage or terrorism; transportation disasters, whether by ocean, rail, land or air; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; delays in obtaining necessary goods or services essential for Project completion caused by an epidemic or pandemic; fires; and 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. Under no circumstances shall Force Majeure include DEVELOPER’s financial inability to perform as a result of economic hardship or changes in market conditions or any strike or labor dispute involving the employees of DEVELOPER or any Affiliate of DEVELOPER, other than industry or nationwide strikes or labor disputes.

“Full Time Employee” or **“FTE”** shall mean any person who is an employee of DEVELOPER or an Affiliate (excluding temporary or seasonal employees) who is on the payroll in a budgeted position who works in Brazos County, has an officially scheduled work week of thirty-five (35) hours or more, and who, according to DEVELOPER or Affiliate company policy, is entitled to full benefits as a full-time employee.

“Guaranteed Value” shall mean the Property’s Taxable Value as determined by BCAD.

“Gross Payroll” shall mean the payroll numbers that DEVELOPER or an Affiliate reports to the Texas Workforce Commission quarterly for FTE’s for the four preceding

consecutive calendar quarters ending on or prior to a date of measurement under this Agreement.

“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.

“Improvements” or **“Project”** shall mean one or more improvements constructed on the Land consisting of one or more high technology manufacturing plants and other ancillary facilities such as required parking and landscaping, 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 that are 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 220.9 acres of land located on the RELLIS Campus described in **Exhibit “B”** and the subject of a Land Lease between DEVELOPER, as tenant, and TAMUS, as landlord.

“Land Lease” shall mean the lease DEVELOPER is considering entering into with TAMUS to lease the Land.

“Premises” shall mean, collectively, the Land and the Improvements following construction thereof.

“Property” shall mean the Real Property and Tangible Personal Property located in the Reinvestment Zone, 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 Property, which shall include land, improvements, and Tangible Personal Property taxed by the COUNTY.

“Reinvestment Zone” shall mean the RELLIS Reinvestment Zone No. 1 for Commercial-Industrial Tax Abatement in the City of Bryan, Texas adopted by the City Council of the City, Texas on May 14, 2024 and further described in **Exhibit “A”**.

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

“Tangible Personal Property” shall have the same meaning assigned by the Tax Code

Section 1.04 and shall mean all tangible personal property, equipment, machinery, and fixtures, excluding inventory and supplies, owned or leased by DEVELOPER that is added to the Improvements subsequent to the execution of this Agreement.

“**Tax Abatement Guidelines**” shall mean the current guidelines for tax abatements in accordance with Tax Code Section 312.002 as adopted by the COUNTY on March 12th, 2024.

“**Tax Code**” shall mean the current Texas Tax Code.

“**Taxable Value**” shall mean the appraised value (taking into consideration the cost basis in accordance with Section 23.0101 of the Tax Code) as certified by the Brazos Central Appraisal District as of January 1st of a given year.

ARTICLE II GENERAL PROVISIONS

2.1 The Project is not an improvement project financed by tax increment bonds.

2.2 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the COUNTY.

2.3 The Land is not owned or leased by any member of the Brazos County Commissioners Court.

2.4 The Land and the DEVELOPER’s Improvements constructed thereon within the Reinvestment Zone shall be used in the manner that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Reinvestment Zone.

2.5 The “**Term**” of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE III TAX ABATEMENT AUTHORIZED

3.1 This Agreement is authorized by the Tax Code and in accordance with the Tax Abatement Guidelines.

3.2 Subject to the terms and conditions of this Agreement, the COUNTY hereby grants DEVELOPER an abatement of the Taxable Value of Property for ten (10) calendar years which includes the First Year of Abatement:

<u>Tax Year</u>	<u>Incremental Taxable Value</u>	<u>Guaranteed Value</u>	<u>% Abatement</u>
Year 1	\$100,000,000	\$100,000,000	80%
Year 2	\$400,000,000	\$500,000,000	80%
Year 3	\$500,000,000	\$1,000,000,000	80%
Year 4	\$1,000,000,000	\$2,000,000,000	80%
Year 5	\$3,000,000,000	\$5,000,000,000	80%
Year 6	\$4,000,000,000	\$9,000,000,000	50%
Year 7	\$1,000,000,000	\$10,000,000,000	50%
Year 8	0	\$10,000,000,000	50%
Year 9	0	\$10,000,000,000	50%
Year 10	0	\$10,000,000,000	50%

The partial exemption from ad valorem taxation of Property during each tax year covered by this Agreement shall be computed by taking a percentage of the value of said Property on January 1st of each tax year over the value of Property from the Base Year Taxable Value. For clarity, the Parties intend for Abatements under this Agreement to apply only to Property owned by DEVELOPER, its Affiliate, or an assignee of DEVELOPER that is consented to by COUNTY or otherwise permitted under Section 11.4 herein.

3.3 Notwithstanding any provision of this Agreement to the contrary, all tax abatements on the value of said Property as the result of this Agreement shall not exceed ten (10) years in accordance with Chapter 312 of the Tax Code.

3.4 During the period of tax abatement herein authorized, DEVELOPER shall be subject to all taxation not abated, including, but not limited to, ad valorem taxation on DEVELOPER's Property.

ARTICLE IV IMPROVEMENTS AND PERFORMANCE REQUIREMENTS

4.1 DEVELOPER intends to construct or cause to be constructed Improvements on the Land that is in the Reinvestment Zone and to locate Tangible Personal Property at such Improvements. Nothing in this Agreement shall obligate DEVELOPER to construct the Improvements on the Land or to locate Tangible Personal Property thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 DEVELOPER agrees to the Commencement of Construction no later than the beginning of the First Year of Abatement.

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

4.4 DEVELOPER agrees to maintain the Improvements and the Premises during the Term of this Agreement in accordance with all applicable federal, state and local laws, codes, and regulations in all material respects, or shall diligently pursue the cure of any material non-compliance.

4.5 DEVELOPER agrees to file a copy of construction plans for the Project Improvements and Facility in the office of the County Judge, which shall be deemed to be incorporated by reference herein and made a part hereof.

4.6 The COUNTY, its agents and employees shall have the right of access to the Premises during and following construction at reasonable times and with reasonable notice to DEVELOPER, and in accordance with visitor access and security policies of DEVELOPER, in order to inspect the Improvements and ensure that the construction of the Improvements are in accordance with this Agreement and all applicable federal, state and local laws and regulations (or valid waiver thereof).

**ARTICLE V
EMPLOYMENT AND JOB CREATION**

5.1 DEVELOPER agrees to annually employ a total number of FTE's as set forth below which includes, but is not limited to, engineers, technicians, administrative, and clerical staff:

<u>Year</u>	<u>Employee Count</u>
1	25
2	100
3	300
4	500
5	700
6	1,000
7	1,200
8	1,400
9	1,600
10	1,800

5.2 On or before March 31, 2027 and March 31 of each year thereafter, DEVELOPER shall deliver to COUNTY documentation, including, but not limited to, Texas Workforce Commission quarterly reports, demonstrating that DEVELOPER met the employment and job creation targets for the preceding year.

ARTICLE VI DEVELOPER'S DUTIES AND OBLIGATIONS

6.1 DEVELOPER shall, before August 1st 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 "C"**. The submission of these reports shall be the responsibility of DEVELOPER and shall be signed by an officer of DEVELOPER. Current year paid tax receipts shall be attached to the form as an exhibit.

6.2 DEVELOPER shall annually render the value of new Real Property and Tangible Personal Property to BCAD and shall provide a copy of the same to the COUNTY upon written request.

6.3 It shall be the responsibility of DEVELOPER, pursuant to Section 11.43 of the Tax Code, to file, on or before April 30, an annual exemption application for the new Property with the Brazos County Chief Appraiser using the form attached hereto as **Exhibit "D"**. A copy of the respective exemption application shall be submitted to the COUNTY upon request.

6.4 During the Term of this Agreement, DEVELOPER shall not allow the ad valorem taxes owed to the COUNTY on the Property owned by 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.

6.5 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, with the exception of DEVELOPER's Affiliate, without the prior written consent of the COUNTY, which written consent will not be unreasonably withheld, conditioned or delayed.

6.6 During the Term of this Agreement, DEVELOPER shall not default on the Land Lease.

6.7 DEVELOPER shall allow COUNTY reasonable access, during normal business hours, and with reasonable notice to examine its records and books and all other relevant records related to DEVELOPER's compliance with the performance requirements of this Agreement.

6.8 DEVELOPER shall keep the Premises insured against loss or damage by fire or any other casualty at full replacement value by purchasing insurance or through a self-insurance program. DEVELOPER shall furnish the COUNTY with either a certificate of insurance or documentation of its self-insurance program.

6.9 DEVELOPER's failure to meet its performance requirements, duties, and obligations under this Agreement shall release the COUNTY from all obligations in this Agreement if breach has not been remedied within sixty (60) days after written notice from COUNTY or otherwise mutually agreed upon reasonable timeframe.

ARTICLE VII DEFAULT AND TERMINATION

7.1 This Agreement shall terminate upon any one or more of the following: (i) by mutual agreement of the Parties; (ii) expiration Date; or (iii) by the COUNTY, if DEVELOPER suffers an event of Bankruptcy or Insolvency.

7.2 The COUNTY or DEVELOPER shall have the right to terminate this Agreement 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 or in accordance with Section 7.3 herein.

7.3 If DEVELOPER should default in the performance of any obligation of this Agreement, the COUNTY shall notify DEVELOPER in writing, and DEVELOPER shall have sixty (60) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such sixty (60) day period, and DEVELOPER has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the COUNTY has the right to extend the period in which the default must be cured for additional sixty (60) day periods until such default is cured.

7.4 It is agreed by the Parties that if a particular action required in this agreement is to be performed by a certain date, and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

7.5 If DEVELOPER fails to cure the default within the time provided, as specified in Sections 7.2 and 7.3 or as such period may be extended, the COUNTY shall have the right to terminate this Agreement by providing written notice to DEVELOPER or, in the alternative, the COUNTY shall have the right to amend this Agreement in accordance with Section 11.3 herein.

7.6 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.

7.7 If DEVELOPER sells or otherwise conveys without written consent from the COUNTY 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 FIVE BILLION DOLLARS (\$5,000,000,000.00), this Agreement shall terminate as of the conveyance date and the COUNTY shall have no further obligations thereunder.

7.8 In the event a Party defaults, then the other Party shall have available to it all remedies at law and equity.

ARTICLE VIII RECAPTURE OF TAX REVENUE

8.1 In the event DEVELOPER (i) DEVELOPER defaults on its obligations under this Agreement and the COUNTY exercises its right to terminate this Agreement as described in Section 7.5; (ii) has delinquent ad valorem taxes owed to the COUNTY, and does not cure such delinquency within sixty (60) days after written notice from the COUNTY (provided DEVELOPER retains its right to timely and properly protest such taxes or assessment); or (iii) has an event of Bankruptcy or Insolvency then DEVELOPER shall be in default of this Agreement. As liquidated damages in the event of such default, DEVELOPER shall, within thirty (30) days after demand, pay to the COUNTY all taxes with respect to the three (3) years directly preceding the date of the notice of default which otherwise would have been paid by DEVELOPER to the COUNTY without the benefit of the tax abatement under this Agreement for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code but without penalties.

8.2 The Parties acknowledge that actual damages in the event of default and termination by the COUNTY would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement shall in accordance with the above provisions of this Article, be recoverable against DEVELOPER, its successors and assigns and shall constitute a tax lien against DEVELOPER's Property, and shall become due, owing, and shall be paid to the COUNTY within thirty (30) days after notice of

termination.

8.3 Upon termination of this Agreement by the COUNTY, the amount of liquidated damages set forth in Sections 8.1 and 8.2, shall become a debt to the COUNTY as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The COUNTY shall have all remedies for the collection of the abated tax described in Section 8.1 provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the new Tangible Personal Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by DEVELOPER, as determined by the BCAD, multiplied by the tax rate of the years in question, as calculated by the Brazos County Tax Assessor- Collector. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

ARTICLE IX EVENTS OF FORCE MAJEURE

9.1 If DEVELOPER's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of DEVELOPER, then DEVELOPER may be excused by the COUNTY from the performance of any such obligation or obligations during the period of time that DEVELOPER is reasonably unable to perform such obligation or obligations as a result of such contingency or cause, and no default will have occurred with respect to such circumstances. Contingencies or causes beyond the control of DEVELOPER include, without limitation:

(1) Acts of God, or the public enemy, any natural disaster, war, riot, civil commotion, insurrection, fires, explosions, accidents, floods, and labor disputes or strikes;

(2) To the extent it affects the DEVELOPER's ability to perform a non-monetary covenant or obligation under this Agreement:

(a) A change in a governmental law or regulation if DEVELOPER complies with the changed or revised law or regulation within the time limits, and in the manner, provided by such changed or revised law or regulation; and

(b) A delay occasioned by the fact that supplies or materials are not reasonably available or the fact that a contractor or subcontractor is delayed in performing services and in either case the circumstance is not directly or indirectly caused by the acts or omissions of DEVELOPER.

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

ARTICLE X INDEMNIFICATION

10.1 DEVELOPER hereby agrees 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, employees or Affiliates 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 DEVELOPER or any contractor or subcontractor under workman's compensation or other employee benefit acts.

ARTICLE XI MISCELLANEOUS

11.1 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.

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

11.3 Amendments. Any amendment, alteration, or termination of this Agreement must be in writing and signed by all Parties.

11.4 Assignment. DEVELOPER may not assign this Agreement without the prior written consent of the COUNTY, whose consent shall not be unreasonably withheld. If the COUNTY consents to Assignment, the Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

11.5 No Waiver. Failure of either 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 is 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 different or subsequent breach.

11.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered. The contact information for each Party is as follows:

If intended for the COUNTY, send to:
Brazos County
Attn: Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, Texas 77803

If intended for the DEVELOPER, send to:
America's Foundry Bryan LLC
To be supplemented

11.7 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.

11.8 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future laws, then 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.

11.9 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.

11.10 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.

11.11 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 taxes

abated under this Agreement as of the date of such violation within 120 days after the date DEVELOPER is notified by COUNTY of such violation. DEVELOPER is not liable for a violation of this section by a vendor or subcontractor with whom DEVELOPER contracts.

11.12 Authorization. This Agreement was authorized by resolution of the County Commissioners of Brazos County at a meeting authorizing the County Judge to execute this Agreement on behalf of the COUNTY.

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

11.14 Right of Offset. The COUNTY may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the COUNTY from the DEVELOPER, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether or not the debt due the COUNTY has been reduced to judgment by a court.

11.15 No Presumption Regarding Drafter. COUNTY and DEVELOPER acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between COUNTY and DEVELOPER, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either COUNTY or DEVELOPER to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.16 Conditions Precedent. This Agreement shall not be effective until such time as:

1. This Agreement is fully executed by both the COUNTY and DEVELOPER; and
2. DEVELOPER has finalized its Land Lease with TAMUS to lease the Land further described in **Exhibit "B"**.

11.17 Compliance. DEVELOPER agrees that it will comply with Section 176.006 of the Texas Local Government Code, as amended, to the extent said statute applies to this Agreement. For instructions on how to comply with Section 176.006 of the Texas Local Government Code please go to <https://www.ethics.state.tx.us/forms/conflict>.

11.18 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope of the meaning of the paragraphs.

11.19 Right to Renegotiate. The Parties reserve the right to renegotiate this agreement in the event there is a significant change or circumstances in the scope of the Project.

SIGNATURE PAGE
TO FOLLOW

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective as of the Effective Date.

BRAZOS COUNTY:

ATTEST:

APPROVED

Karen McQueen, County Clerk

Duane Peters, County Judge

APPROVED AS TO FORM:

Bruce Erratt, General Counsel

AMERICA'S FOUNDRY BRYAN LLC

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DESCRIPTION OF RELLIS REINVESTMENT ZONE NO. 1

A 288 acre parcel of land, more or less, said parcel being out of a 1,991.39 acre tract of land, said tract being situated in the James Curtis, Jr. Survey, Abstract No. 12, the John Williams Survey, Abstract No. 237, and the Thomas F. McKinney Survey, Abstract No. 33, Brazos County, Texas and more particularly described in the certain Deed Without Warranty dated April 30, 1962 and recorded in Volume 219, at Page 210, of the deed Records of Brazos County, Texas.

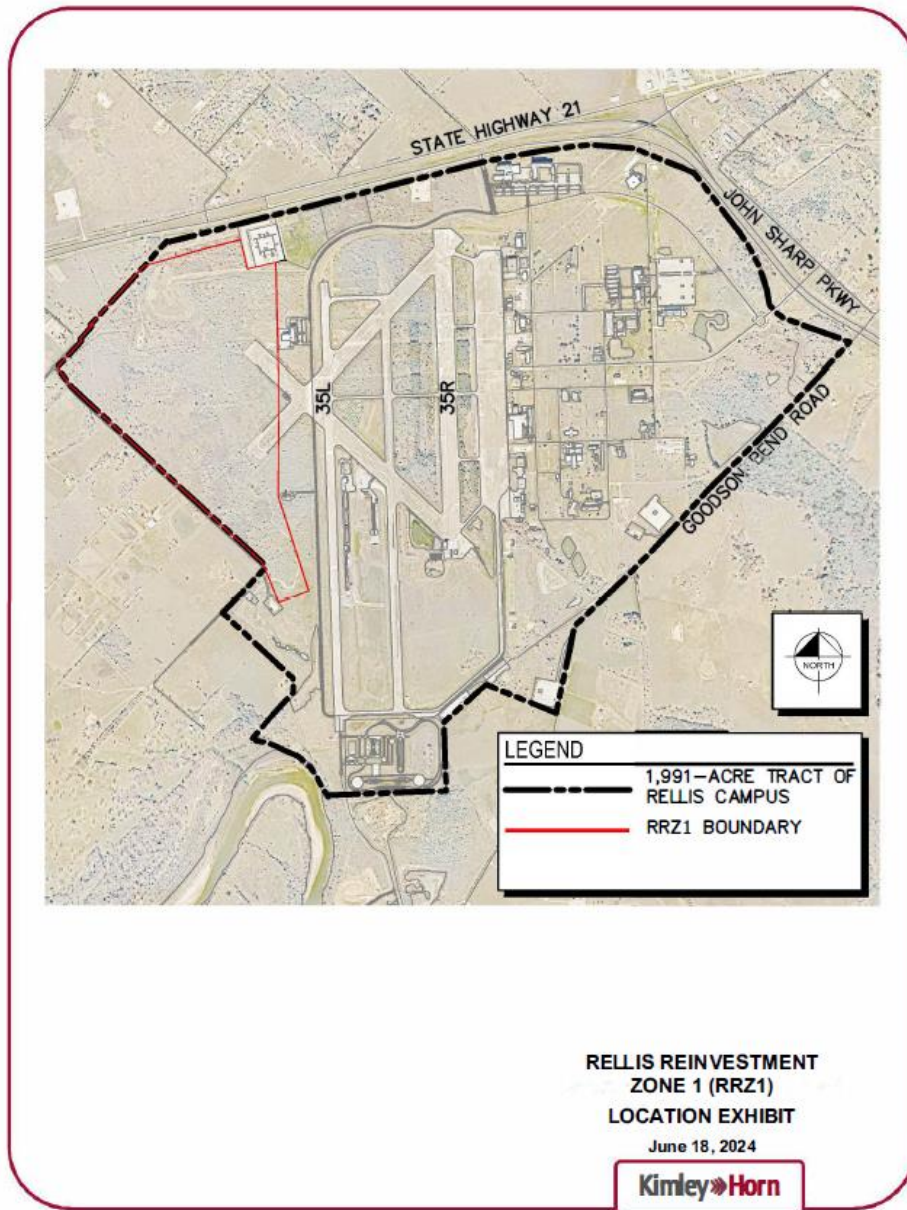


EXHIBIT "B"
LEGAL DESCRIPTION OF THE LAND



FIELD NOTES DESCRIPTION
OF A
288.0 ACRE TRACT
JAMES CURTIS JR. LEAGUE SURVEY, ABSTRACT 12
BRYAN, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 288.0 ACRES IN THE JAMES CURTIS JR. LEAGUE SURVEY, ABSTRACT 12, IN BRYAN, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 1991.39 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM THE UNITED STATES OF AMERICA TO THE BOARD OF DIRECTORS OF THE AGRICULTURAL AND MECHANICAL COLLEGE OF TEXAS, DATED THE 30TH OF APRIL, 1962 AND RECORDED IN VOLUME 219, PAGE 201 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT); SAID 288.0 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 4"x4" concrete right-of-way monument found in the southeast right-of-way line of State Highway 21 (a variable width right-of-way per TXDOT right-of-way plans and Volume 1157, Page 889 of the Official Records of Brazos County, Texas), same being the northwest corner of said remainder of 1991.39 acre tract and the northeast corner of a called 50.67 acre tract of land described in a deed to Dorothy Ann Penicka Dlabay recorded in Volume 1135, Page 171 (ORBCT);

THENCE, with the common line of said remainder of 1991.39 acre tract and said Dlabay tract, **S 42° 20' 33" W**, at a distance of 379.51 feet passing a 1/2 inch iron rod with plastic cap stamped "STRONG 4961" found at the southwest corner of an electrical easement recorded in Volume 18525, Page 170 of the Official Public Records of Brazos County, Texas (OPRBCT) and the northwest corner of a proposed 100' wide electrical easement and continuing for a total distance of **569.12 feet** to a 1/2 inch iron rod with plastic cap stamped "STRONG 4961" found at the southwest corner of said proposed easement and the **POINT OF BEGINNING** hereof;

THENCE, through said remainder of 1991.39 acre tract, along the south line of said proposed electrical easement, the following two (2) courses and distances:

- 1) **N 74° 09' 25" E**, a distance of **1,145.44 feet** to a 1/2 inch iron rod with plastic cap stamped "STRONG 4961" found for an angle point in said line; and
- 2) **N 75° 54' 52" E**, a distance of **529.82 feet** to a 1/2 inch iron rod with plastic cap stamped "STRONG 4961" found in the southwest line of a called 11.499 acre ground lease site recorded in Volume 17297, Page 42 (OPRBCT) at the southeast corner of said easement, from which a 1/2 inch iron rod found in the southeast line of State Highway 21, at the northwest corner of said 11.499 acre lease site, bears **N 13° 31' 31" W**, a distance of 261.41 feet;

THENCE, with the southwest line of said 11.499 acre lease site, **S 13° 31' 31" E**, for a distance of **505.51 feet** to a 1/2 inch iron rod with plastic cap stamped "GESSNER" found at the southwest corner of said lease site;

THENCE, with the southeast line of said 11.499 acre lease site, **N 76° 28' 29" E**, for a distance of **490.30 feet** to a 1/2 inch iron rod set (all rods set with blue plastic cap stamped 'KERR SURVEYING') for the northeast corner hereof, from which a 1/2 inch iron rod with plastic cap stamped "GESSNER" found at the southeast corner of said lease site bears **N 76° 28' 29" E**, a distance of 159.71 feet;

THENCE, through said remainder of 1991.39 acre tract, the following five (5) courses and distances:

- 1) **S 01° 15' 30" E**, a distance of **2,200.78 feet** to a 1/2 inch iron rod set;
- 2) **S 00° 21' 05" W**, a distance of **1,694.90 feet** to a 1/2 inch iron rod set;
- 3) **S 17° 55' 29" E**, a distance of **1,660.16 feet** to a 1/2 inch iron rod set for the southeast corner hereof;
- 4) **S 69° 26' 12" W**, a distance of **536.40 feet** to a 1/2 inch iron rod set for the most southerly corner hereof; and
- 5) **N 22° 20' 38" W**, a distance of **684.78 feet** to a 1/2 inch iron rod set in a curve on the east side of Pitts Road, from which a 1/2 inch iron rod found bent at the south end of said curve bears **S 10° 28' 32" W**, a chord distance of 144.62 feet;

THENCE, along the northeast side of Pitts Road, with the northeast line of a called 3.98 acre right-of-way easement for road widening recorded in Volume 1352, Page 228 (ORBCT), the following four (4) courses and distances:

- 1) with a curve to the left, having a radius of **133.41 feet**, an arc length of **58.82 feet**, a delta angle of **25° 15' 35"**, and a chord which bears **N 34° 58' 25" W**, a distance of **58.34 feet**, to a 1/2 inch iron rod found;
- 2) **N 47° 33' 14" W**, a distance of **2,364.93 feet** to a 1/2 inch iron rod found bent;
- 3) **N 47° 12' 44" W**, a distance of **1,969.64 feet** to a 1/2 inch iron rod found; and
- 4) **N 36° 01' 05" W**, a distance of **372.14 feet** to a 1/2 inch iron rod set on the southeast side of Kuder Road for the west corner hereof;

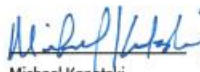
THENCE, along the southeast side of Kuder Road, with the southeast line of said right-of-way easement, **N 43° 04' 36" E**, for a distance of **580.64 feet** to a 1/2 inch iron rod found bent at the northeast corner of said right-of-way easement;

THENCE, along the northeast line of said right-of-way easement, **N 40° 08' 02" W**, for a distance of **34.61 feet** to a 1/2 inch iron rod set in the northwest line of said remainder of 1991.39 acre tract;

THENCE, with the northwest line of said remainder of 1991.39 acre tract, same being the southeast line of said Dlabay tract, the following three (3) courses and distances:

- 1) **N 41° 03' 25" E**, a distance of **334.29 feet** to a point, from which a 3 inch pipe fence corner post found bears S 53° 20' 15" W, a distance of 0.45 feet;
- 2) **S 75° 44' 07" W**, a distance of **54.49 feet** to a point, from which a 3 inch pipe fence corner post found bears N 05° 36' 10" E, a distance of 1.39 feet; and
- 3) **N 42° 20' 33" E**, a distance of **1,343.26 feet** to the **POINT OF BEGINNING** hereof and containing **288.0 acres**, more or less.

Surveyed on the ground May 2024 under my supervision. See plat prepared May 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010722566876 (calculated using GEOID12B). Reference drawing: 24-623-Exhibit.

 5/31/24

Michael Konetski
Registered Professional Land Surveyor No. 6531

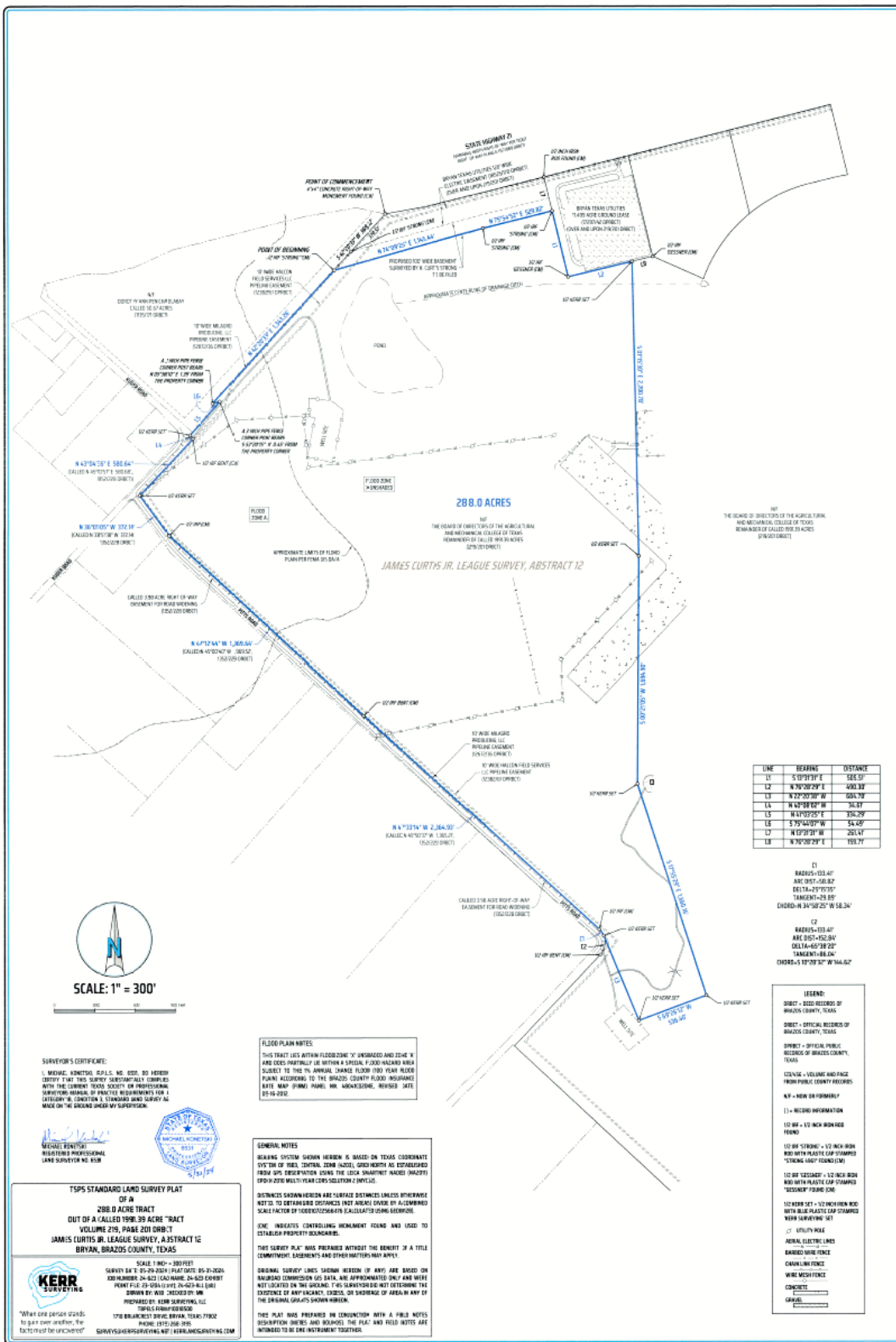


KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LINE	BEARING	DISTANCE
L1	S 07°39'31" E	562.57'
L2	N 7°30'29" E	4091.39'
L3	N 72°39'29" W	1004.78'
L4	N 8°30'29" W	785.87'
L5	N 42°39'25" E	354.29'
L6	S 75°44'37" W	54.67'
L7	N 82°39'29" W	265.17'
L8	N 7°30'29" E	1931.77'

D1
RADIUS=133.41'
ARC DIST.=346.82'
DELTA=27°37'57"
TANGENT=23.89'
CHORD=34°52'25" W 56.34'

D2
RADIUS=132.41'
ARC DIST.=352.84'
DELTA=42°58'20"
TANGENT=18.64'
CHORD=5°17'29" W 34.62'

LEGEND:
DIET - SIZE RECORDS OF BRASS STAKES, TEXAS
DIET - OFFICIAL RECORDS OF BRASS COUNTY, TEXAS
DIET - OFFICIAL PUBLIC RECORDS OF BRASS COUNTY, TEXAS
DIET - OFFICIAL PUBLIC RECORDS OF BRASS COUNTY, TEXAS
DIET - VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS
NY - NEW OR HERMANN
[] - RECORD INFORMATION
10' AP - 10' INCH WOODEN PINE
10' IR STRIKE - 10' INCH IRON ROD WITH PLASTIC CAP STAMPED "CONCRETE FOUNDING"
10' BT SECOND - 10' INCH IRON ROD WITH PLASTIC CAP STAMPED "SECOND FOUNDING"
10' IRON SET - 10' INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED WITH SURVEYING SET
[] - BRASS PINS
[] - IRON ELECTRIC LINES
[] - BRASS WIRE FENCE
[] - CHAIN LINK FENCE
[] - WIRE MESH FENCE
CONCRETE
GRAVEL

TSPS STANDARD LAND SURVEY PLAT OF A 288.0 ACRE TRACT OUT OF A CALLED 1998.39 ACRE "TRACT VOLUME 279, PAGE 201 DIET" JAMES CURTIS JR. LEAGUE SURVEY, ABSTRACT 12 BRYAN, BRASS COUNTY, TEXAS

SCALE: 1"=300'
SHEETS: 817 - 819 (THIS SHEET IS 817)
100 NUMBER: 24-62 (CADD NAME: 24-62 CONDT)
POINT FILE: 24-62 (CADD NAME: 24-62 ALL LOTS)
DRAWN BY: MS. JESSICA D. WILSON
PREPARED BY: KERR SURVEYING, LLC
PROJECT NUMBER: 2024-003
178 BRACKET DRIVE, BRYAN, TEXAS 77803
PHONE: (817) 836-3998
SURVEYS@KERRSURVEYING.COM | KERRSURVEYING.COM

What are your needs?
To get your plat?
To get your plat?

FLOOD PLAN NOTES:
THIS TRACT LIES WITHIN FLOODZONE "X" UNSHADED AND ZONE "X" ARE DECORATED BY WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR RECURRENCE PERIOD) ACCORDING TO THE BRASS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48045030E, REVISION DATE 05-15-2012.

GENERAL NOTES:
BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983. ZONAL TIES, SIZES, DIMENSIONS AS ESTABLISHED FROM SURVEY RECORDS USING THE LEGAL SURVEYING BOARD (LSB) EDITION 2012 MULTI-YEAR CODES SELECTION 2 (MPLC).
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED TO OTHERWISE DISTANCES FROM AIRCRAFT OR AS APPROVED SCALE FACTOR OF 1.0002000000000000 (CALLED AS 2000 GEODESIC).
ENCL. INDICATES CONTROLLING INSTRUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, ENCUMBRANCES AND OTHER INSTRUMENTS ON FILE.
ORIGINAL SURVEY LINES SHOWN HEREON (IF ANY) ARE BASED ON UNADJUSTED COMMISSION US DATA, ARE APPROXIMATED ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEY DOES NOT DETERMINE THE EXISTENCE OF ANY EASEMENTS, EASES, OR INTERESTS OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.
THIS PLAT WAS PREPARED IN CONNECTION WITH A FIELD NOTES RECONSTRUCTION AND REVISION OF THE FIELD AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

EXHIBIT "C"
STATEMENT OF COMPLIANCE
WITH AGREEMENT FOR TAX ABATEMENT WITH
AMERICA'S FOUNDRY BRYAN LLC
IN CITY OF BRYAN RELIS REINVESTMENT ZONE NO. 1

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

AMERICA'S FOUNDRY BRYAN LLC ("DEVELOPER") hereby certifies any improvements on the Property, as called for in the above referenced Agreement, have been completed and constructed in every material respect pursuant to said Agreement. DEVELOPER further certifies that it has complied with all applicable and material terms of said Agreement.

Signed this _____ day of _____, 20____.

AMERICA'S FOUNDRY BRYAN LLC

By: _____

Name: _____

Title: _____

Any above described improvements have been accepted by the Brazos County, Texas as having been constructed in compliance with the above referenced Agreement, and that pursuant to said Agreement the partial exemption from taxation shall commence on January 1, 20____ continuing through the year 20____, which will be the last year that the property will be entitled to exemption from taxation in accordance with this Agreement, and that the taxable value of the Premises for such period of time shall be the taxable value as finally determined, following any applicable contests and appeals, by the Brazos County Appraisal District on January 1st of each year of the term of the Agreement.

Signed this _____ day of _____, 20____.

By: BRAZOS COUNTY, TEXAS

Duane Peters, County Judge

ATTEST:

Karen McQueen, County Clerk

EXHIBIT "D"

Application for Property Tax Abatement Exemption

Appraisal District Name Phone (area code and number)

Appraisal District, Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming property tax exemptions pursuant to Tax Code Section 11.28. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

ANNUAL APPLICATION REQUIRED: An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying.

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? Yes No

SECTION 1: Property Owner/Applicant

The applicant is the following type of property owner: (check one):

Individual Partnership Corporation Other (specify):

Name of Property Owner Driver's License, Personal I.D. Certificate Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Phone (area code and number) Email Address**

Mailing Address of Property Owner (if different from the physical address provided above):

Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.

Please indicate the basis for your authority to represent the property owner in filing this application:

- Officer of the company, General Partner of the company, Attorney for property owner, Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162, Other and explain basis:

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

Form fields for Name of Authorized Representative, Driver's License, Personal I.D. Certificate or Social Security Number, Title of Authorized Representative, Primary Phone Number, Email Address, and Mailing Address.

SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

Form fields for Physical Address, Appraisal district account number, and Legal Description.

- Was a wind-powered energy device installed or constructed: on a parcel of real property under an abatement agreement; at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and on or after Sept. 1, 2017? If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project?

SECTION 4: Taxing Units that have Agreed to Abate Taxes

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

Form fields for listing taxing units and abatement agreements.

SECTION 5: Abatement(s) Questions

- 1. Is this a continuation of an existing abatement agreement? Yes No
- 2. Are the terms and duration of each taxing unit's agreement different or identical? Different Identical
 If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.
 If identical, please describe the nature of the abatement agreements for this year by completing the following:
 Lump sum exemption of \$ _____
 Percentage exemption of _____ %
 Other (Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.)
- 3. Does the agreement abate taxes on personal property? Yes No
- 4. Are you in compliance with the agreement? Yes No
 If no, attach a statement explaining the reason for noncompliance.

SECTION 6: Additional Required Documentation

The following documents must be included with this application.

- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
- a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
- a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

SECTION 7: Certification and Signature

NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT: If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

I, _____, swear or affirm the following:

Printed Name of Property Owner or Authorized Representative

- 1. that each fact contained in this application is true and correct;
- 2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
- 3. that I have read and understand the Notice Regarding Penalties for Making or Filing an Application Containing a False Statement.

sign here → _____ Signature of Property Owner or Authorized Representative

_____ Date

* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section 11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

<https://bisfiles.co/sites/shared/forms/50-116.pdf>