

STATE OF TEXAS §

COUNTY OF BRAZOS §

**TAX ABATEMENT AGREEMENT BETWEEN CITY OF BRYAN, TEXAS  
AND HONEYWELL INTERNATIONAL INC.**

This Tax Abatement Agreement (the “**Agreement**”) is entered into by and between City of Bryan, a Texas home rule municipality (the “**CITY**”), and Honeywell International Inc., a Delaware corporation (the “**OWNER**”), acting herein by and through its duly authorized agents. **CITY** and **OWNER** may also be referred to collectively as the “**Parties**” or individually as the “**Party**”.

**WITNESSETH:**

**WHEREAS**, the City Council of **CITY** adopted an ordinance on August 13, 2024, establishing the Honeywell Reinvestment Zone Number 33 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**, **OWNER** and its Subsidiary own property located at 6200 Mumford Road, Bryan, Texas being further described in **Exhibit “B”** attached hereto (the “**Land**”) which is also located within the Reinvestment Zone; and

**WHEREAS**, **OWNER** is considering the Reinvestment Zone as the site for an ultra high purity hydrofluoric acid (“**UHPHF**”) manufacturing facility which will be the first United States facility to produce semiconductor grade hydrofluoric acid; and

**WHEREAS**, **OWNER** expects that the proposed UHPHF manufacturing facility represents an approximate investment of ONE HUNDRED TWENTY MILLION DOLLARS (\$120,000,000) by **OWNER** over a multi-year period; and

**WHEREAS**, **CITY** finds the construction and operation of the UHPHF manufacturing facility by **OWNER** will provide a valuable catalyst for economic development in the **CITY** by the attraction of new businesses and the increase in ad valorem taxes to the **CITY**; and

**WHEREAS**, it is in the best interests of the taxpayers for the **CITY** 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 **CITY**; and

**WHEREAS**, **CITY** has 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 CITY as contemplated by the Tax Code; and

**WHEREAS**, on the 14th day of March, 2024, CITY adopted a resolution electing to be eligible to participate in tax abatements pursuant to Tax Code, Section 312.002; and

**WHEREAS**, CITY, 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; and

**WHEREAS**, this Agreement was approved at a regularly scheduled meeting of the City Council of the City.

**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 CITY, and the enhancement of the tax base in the CITY, 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 CITY’s Maintenance and Operations (M&O) ad valorem taxes on property in the Reinvestment Zone as provided herein. The property tax abatement provided in this Agreement shall extend only to CITY 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 OWNER. 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; (b) all necessary permits for the construction of the Project, pursuant to the respective plans therefor have been issued by all applicable Governmental Authorities; and (c) construction of the facility foundation of the Project has commenced.

**“Completion of Construction”** shall mean that: (i) the construction of the Improvements has been substantially completed; or (ii) a temporary or final certificate of occupancy has been issued by the City for the occupancy of the Improvements by the Owner.

**“OWNER”** shall mean Honeywell International 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.

**“First Year of Abatement”** shall mean the year beginning on January 1, 2025; provided, however, that the OWNER 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 CITY 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 OWNER'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 OWNER or any Affiliate of OWNER, other than industry or nationwide strikes or labor disputes.

**"Full Time Employee"** or **"FTE"** shall mean any person who is an employee of OWNER or an Affiliate (excluding temporary or seasonal employees) who is on the payroll in a budgeted position, has an officially scheduled work week of thirty-five (35) hours or more, and who, according to OWNER 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.

**"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).

**"Improvements"** or **"Project"** shall mean one or more improvements constructed after the date of this Agreement on the Land consisting of a UHPHF manufacturing plant, including installation of state-of-the-art distillation columns, a continuous reactor, and other ancillary infrastructure, as more fully described in the submittals to be filed with the CITY.

**"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 property owned by Owner and its affiliates located in Brazos County at 6200 Mumford Rd, Bryan Texas and further described in **Exhibit “B”**.

“**Payroll**” shall mean the payroll numbers that OWNER 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.

“**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 CITY’s share of the ad valorem taxes received by the CITY 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 CITY.

“**Reinvestment Zone**” shall mean the Honeywell Reinvestment Zone No. 33 for Commercial-Industrial Tax Abatement in the City of Bryan, Texas adopted by the City Council of the City, Texas on August 13, 2024 and further described in **Exhibit “A”**.

“**Subsidiary**” means an organization for which another organization, either directly or indirectly through or with one or more of its other subsidiaries: (A) owns at least 50 percent of the outstanding ownership or membership interests of the organization; or (B) possesses at least 50 percent of the voting power of the owners or members of the organization.

“**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 OWNER 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 CITY on March 14<sup>th</sup>, 2024.

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

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

“**UHPHF**” shall mean ultra high purity hydrofluoric acid.

## **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 CITY.

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

2.4 The Land and the OWNER’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, if the Guaranteed Value for the given year is achieved, the CITY hereby grants OWNER an abatement of the Taxable Value of Property for five (5) 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	\$45,900,000	\$45,900,000	50%
Year 2	\$74,100,000	\$120,000,000	50%
Year 3	\$0	\$120,000,000	50%
Year 4	\$0	\$120,000,000	50%
Year 5	\$0	\$120,000,000	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 1<sup>st</sup> 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 OWNER, its Affiliate, or an assignee of OWNER that is consented to by CITY or otherwise permitted under Section 11.4 herein.

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

**ARTICLE IV**

## **IMPROVEMENTS AND PERFORMANCE REQUIREMENTS**

4.1 OWNER 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 OWNER 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 OWNER agrees to the Commencement of Construction no later than the beginning of the First Year of Abatement.

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

4.4 OWNER 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 OWNER 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 CITY, 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 OWNER, and in accordance with visitor access and security policies of OWNER, 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**

5.1 OWNER agrees that its annual total Payroll (excluding benefits) for FTEs added after the Effective Date will be as follows:

<u>Year</u>	<u>Total Payroll (excluding benefits)</u>
2025	0
2026	\$369,000
2027	\$909,000
2028	\$909,000
2029	\$909,000

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

## ARTICLE VI OWNER'S DUTIES AND OBLIGATIONS

6.1 OWNER shall, before August 1<sup>st</sup> of each calendar year that the Agreement is in effect, certify in writing to CITY 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 OWNER and shall be signed by an officer of OWNER. Current year paid tax receipts shall be attached to the form as an exhibit. If OWNER cannot certify compliance, OWNER shall notify the CITY of such noncompliance.

6.2 OWNER 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 CITY upon written request.

6.3 It shall be the responsibility of OWNER, 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 CITY upon request.

6.4 During the Term of this Agreement, OWNER shall not allow the ad valorem taxes owed to the CITY on the Property owned by OWNER or its Subsidiary, or any other property owned by OWNER or its Subsidiary and located within the CITY 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 OWNER fail to render for taxation any property owned by OWNER or its Subsidiary and located within the CITY.

6.5 During the Term of this Agreement, OWNER shall not convey all or part of the Improvements to another third party, with the exception of OWNER's Affiliate or Subsidiary, without the prior written consent of the CITY, which written consent will not be unreasonably withheld, conditioned or delayed.

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

6.8 OWNER 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. OWNER shall furnish the CITY with either a certificate of insurance or documentation of its self-



insurance program.

6.9 OWNER's failure to meet its performance requirements, duties, and obligations under this Agreement shall release the CITY from all obligations in this Agreement.

## **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 CITY, if OWNER suffers an event of Bankruptcy or Insolvency.

7.2 The CITY or OWNER 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 OWNER should default in the performance of any obligation of this Agreement, the CITY shall notify OWNER in writing, and OWNER 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 OWNER has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the CITY may extend the period in which the default must be cured for additional sixty (60) days.

7.4 It is agreed by the Parties that if a particular action 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 OWNER 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 CITY shall have the right to terminate this Agreement by providing written notice to OWNER.

7.6 In the event OWNER elects not to proceed with the Project as contemplated by this Agreement, OWNER shall notify the CITY 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 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 If OWNER defaults on its obligations under this Agreement and the CITY exercises its right to terminate this Agreement as described in Section 7.5, then OWNER shall be in default of this Agreement, and as liquidated damages in the event of such default no abatement shall be granted for the calendar year the CITY declares such default and OWNER shall, within thirty (30) days after demand, pay to the CITY the amount of property tax revenue lost in the calendar years preceding such termination which otherwise would have been paid by OWNER to the CITY 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 In the event OWNER (i) has delinquent ad valorem taxes owed to the CITY, and does not cure such delinquency within sixty (60) days after written notice from the CITY (provided OWNER retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement and does not cure such breach within the notice and cure periods described in Section 7.2 and 7.3 of this Agreement, as the case may be, then OWNER shall be in default of this Agreement. As liquidated damages in the event of such default, OWNER shall, within thirty (30) days after demand, pay to the CITY 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 OWNER to the CITY 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.

8.3 The Parties acknowledge that actual damages in the event of default and termination by the CITY 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 OWNER, its successors and assigns and shall constitute a tax lien against OWNER's Property, and shall become due, owing, and shall be paid to the CITY within thirty (30) days after notice of termination.

8.4 Upon termination of this Agreement by the CITY, the amount of liquidated damages set forth in Sections 8.1 and 8.2, shall become a debt to the CITY as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The CITY 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 OWNER, 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 OWNER's performance of any obligation or obligations under this Agreement is interrupted, delayed, or prevented by any contingency or cause beyond the control of OWNER, then OWNER may be excused by the CITY from the performance of any such obligation or obligations during the period of time that OWNER 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 OWNER 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 OWNER's ability to perform a non-monetary covenant or obligation under this Agreement:

(a) A change in a governmental law or regulation if OWNER 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;

(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 OWNER.

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

**ARTICLE X  
INDEMNIFICATION**

10.1 OWNER hereby agrees to waive all claims, release, indemnify, defend and hold harmless the CITY, 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 OWNER, its officers, agents, employees or Affiliates arising out of or in connection with the performance of this Agreement, and OWNER will at its own cost and expense defend and protect the CITY 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 OWNER 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. OWNER may not assign this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. If the CITY 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 CITY, send to:  
City of Bryan

If intended for the OWNER, send to:  
Honeywell International Inc.

Attn: Kean Register, City Manager  
200 S. Texas Ave., Ste. 332  
Bryan, Texas 77803

Attn: Brandon FENNEL  
855 S. Mint St., Ste. 1800  
Charlotte, North Carolina 28202

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 CITY and OWNER 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 CITY and OWNER or permitted assignees of the CITY and OWNER, except that the indemnification and hold harmless obligations by OWNER 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, OWNER agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), OWNER shall repay to CITY all taxes abated under this Agreement as of the date of such violation within 120 days after the date OWNER is notified by CITY of such violation.

11.12 Authorization. This Agreement was authorized by resolution of the City Council at a meeting authorizing the Mayor to execute this Agreement on behalf of the CITY.

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 CITY may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the CITY from the OWNER, 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 CITY has been reduced to judgment by a court.

11.15 No Presumption Regarding Drafter. CITY and OWNER acknowledge and agree

that the terms and provisions of this Agreement have been negotiated and discussed between CITY and OWNER, 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 CITY or OWNER 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 CITY and OWNER; and
2. OWNER has secured at least fifty percent (50%) of the Project's funding through grants from the U.S. Department of Commerce, the Texas Semiconductor Innovation Fund, and/or any similar grant.

11.17 Compliance. OWNER 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.

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

**CITY OF BRYAN:**

**ATTEST:**

**APPROVED**

\_\_\_\_\_  
Melissa Brunner, City Secretary

\_\_\_\_\_  
Bobby Gutierrez, Mayor

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas A. Leeper, City Attorney

**HONEYWELL INTERNATIONAL Inc.**

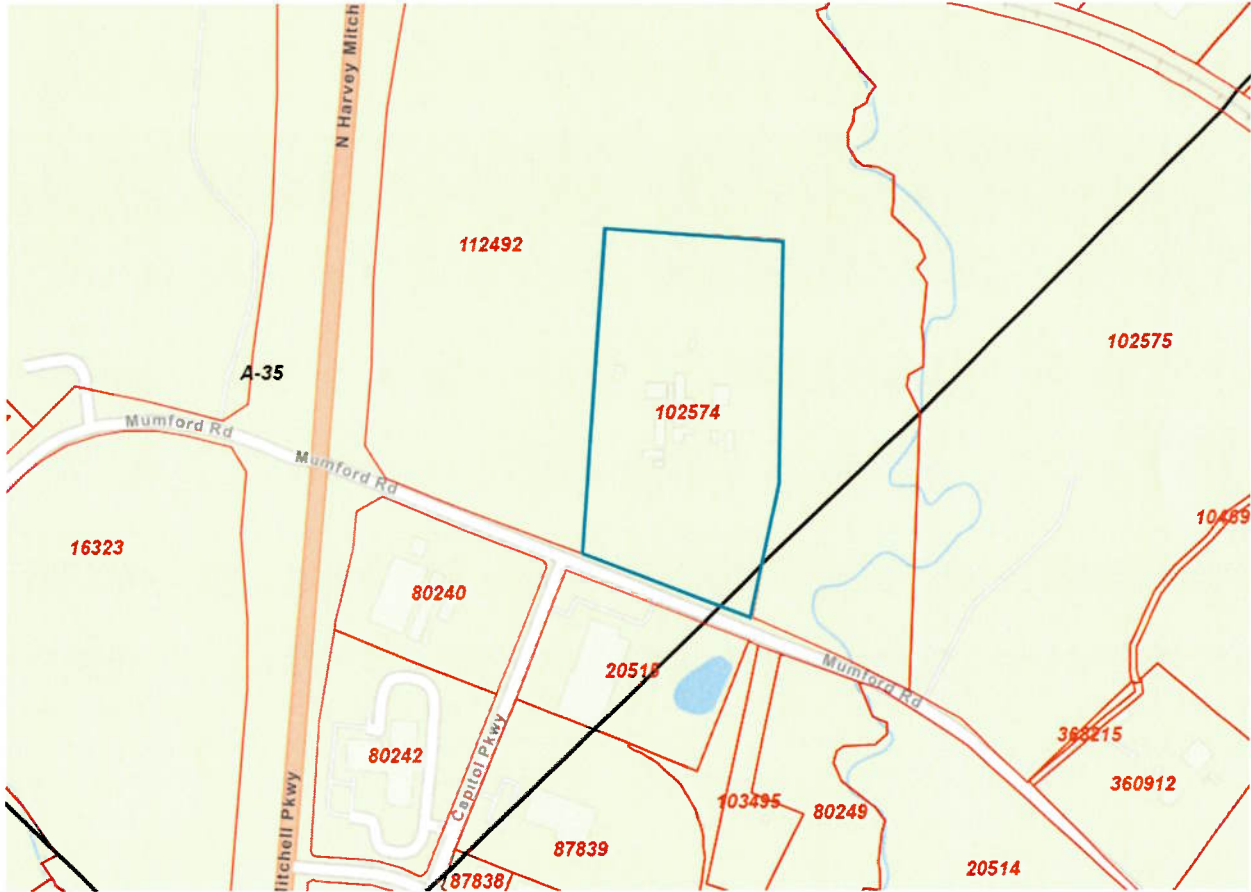
BY: *A. Bryo. J*  
TITLE: *Plant Manager*  
DATE: *11/6/2024*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Counsel for Honeywell International Inc.

**EXHIBIT "A"**  
**DESCRIPTION OF HONEYWELL REINVESTMENT ZONE NO. 33**

25.0 acres of land in the W.S. Martin Survey, A-35, and Moses Baine League, A-5, of Brazos County, Texas, being more particularly described by metes and bounds in the certain deed from Koch Microelectronic to GEM Microelectronic Materials LLC, dated 4/16/2002, recorded at Volume 4576, Page 101, of the Official Records of Brazos County, Texas.





**EXHIBIT "B"**  
**DESCRIPTION OF THE LAND**

25.0 acres of land in the W.S. Martin Survey, A-35, and Moses Baine League, A-5, of Brazos County, Texas, being more particularly described by metes and bounds in the certain deed from Koch Microelectronic to GEM Microelectronic Materials LLC, dated 4/16/2002, recorded at Volume 4576, Page 101, of the Official Records of Brazos County, Texas.



**EXHIBIT "C"**  
**STATEMENT OF COMPLIANCE**  
**WITH AGREEMENT FOR TAX ABATEMENT WITH**  
**HONEYWELL INTERNATIONAL INC.**  
**IN CITY OF BRYAN HONEYWELL REINVESTMENT ZONE NO. 33**

**THE STATE OF TEXAS §**  
**COUNTY OF BRAZOS §**

**HONEYWELL INTERNATIONAL INC.** ("OWNER") 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. OWNER further certifies that it has complied with all applicable and material terms of said Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HONEYWELL INTERNATIONAL INC.**

By: \_\_\_\_\_

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

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

Any above described improvements have been accepted by the City of Bryan, 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: **CITY OF BRYAN, TEXAS**

\_\_\_\_\_  
Kean Register, City Manager

ATTEST:

\_\_\_\_\_  
Melissa Brunner, City Secretary

# 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:

_____ Name of Authorized Representative		_____ Driver's License, Personal I.D. Certificate or Social Security Number*	
_____ Title of Authorized Representative	_____ Primary Phone Number (area code and number)	_____ Email Address**	
_____ Mailing Address, City, State, ZIP Code			

**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.

\_\_\_\_\_  
Physical Address (i.e. street address, not P.O. Box), City, State, ZIP Code

Appraisal district account number (if known) \_\_\_\_\_

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? .....  Yes  No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? ...  Yes  No

**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.

_____	_____
_____	_____
_____	_____

**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.