

STATE OF TEXAS           §  
COUNTY OF BRAZOS       §

**TAX ABATEMENT AGREEMENT BETWEEN CITY OF BRYAN  
AND RELLIS CAMPUS DATA AND RESEARCH CENTER, LLC (PHASE 2)**

This Tax Abatement Agreement (the “**Agreement**”) is entered into by and between the City of Bryan, Texas, a Texas home rule municipality (the “**CITY**”), and RELLIS Campus Data and Research Center, LLC (Phase 2), a Texas limited liability company (the “**DEVELOPER**”), acting herein by and through its duly authorized agents. CITY and DEVELOPER may also be referred to collectively as the “**Parties**” or individually as the “**Party**”.

**WITNESSETH:**

**WHEREAS**, the City Council of the City of Bryan, a Texas home rule municipality (the “**City**”) adopted an ordinance on February 19, 2025 establishing the RELLIS Reinvestment Zone Number 2 of 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 has entered into a ground lease with the Board of Regents of the Texas A&M University System (herein after referred to as “**TAMUS**”) to lease approximately 25 acres of land (the “**Land**”) located on the Texas A&M University System RELLIS Campus (the “**RELLIS Campus**”) in Bryan, Brazos County, Texas being further described in **Exhibit “B”** attached hereto, with plans to develop and operate an approximately 230,000 sq. ft. data and research center with offices and classroom facilities as part of Phase II of DEVELOPER’S data and research center (the “**Project**”); and

**WHEREAS**, DEVELOPER is considering the Reinvestment Zone as the site for Phase II of DEVELOPER’S data and research center; and

**WHEREAS**, DEVELOPER expects that the proposed Phase II data and research center represents an approximate investment of SEVEN HUNDRED MILLION DOLLARS (\$700,000,000) by DEVELOPER over a multi-year period; and

**WHEREAS**, the CITY finds the construction and operation of the Phase II data and research center by DEVELOPER will provide a valuable catalyst for economic development in the CITY by the attraction of new businesses, new jobs, 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**, the 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, the CITY adopted a resolution electing to be eligible to participate in tax abatements pursuant to Tax Code, Section 312.002; and

**WHEREAS**, the 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 regular scheduled meeting of the Bryan City Council.

**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 Texas Tax Code.

“**Abatement**” means the 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 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 2028, 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 of Bryan for the occupancy of the Improvements by the DEVELOPER.

**“CITY”** shall mean the City of Bryan, Texas, a Texas home rule municipality.

**“COUNTY”** shall mean Brazos County, Texas.

**“DEVELOPER”** shall mean RELLIS Campus Data and Research Center, LLC (Phase 2), and its successors and permitted assigns.

**“Effective Date”** shall mean the day this Agreement is fully executed by both the CITY and DEVELOPER.

**“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, 2029.

**“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) for the Project 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 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.

**“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 data and research center with offices and classroom facilities, 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 approximately 25 acres of land located on the RELLIS Campus the subject of a Ground Lease between Developer, as tenant, and the Board of Regents of the Texas A&M University System, as landlord, and described in **Exhibit “B”**.

**“Maximum Abated Amount”** shall mean the total of tax abatements which may be given to DEVELOPER by the CITY during the term of this Agreement, which amount shall not exceed TWELVE MILLION NINE HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED FORTY DOLLARS AND NO CENTS (**\$12,981,640.00**) of Real Property Taxes.

**“Payroll”** shall mean the payroll numbers that DEVELOPER or an Affiliate report to the Texas Workforce Commission quarterly for FTE’s added after the Effective Date 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.

**“Project”** shall mean an approximately 230,000 sq. ft. data and research center with offices and classroom facilities as part of Phase II of DEVELOPER’S data and research center, and as described in **Exhibit “C”**.

**“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 RELLIS Reinvestment Zone Number 2 of the City of Bryan, Texas, adopted by the City Council of Bryan, Texas on February 19, 2025, 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 DEVELOPER 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 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 CITY on March 12<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.

## **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 Bryan City Council or any member of the Bryan Planning and Zoning Commission.

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, if the Guaranteed Value, Total Employees, and Total Payroll for the given year is achieved and maintained, the CITY hereby grants DEVELOPER an abatement of fifty percent (50%) of the Taxable Value of Property for a term of ten (10) calendar years which includes the First Year of Abatement; provided that the total amount of taxes abated under this Agreement shall not exceed the Maximum Abated Amount.

<u>Tax Year</u>	<u>Incremental Taxable Value</u>	<u>Guaranteed Value</u>	<u>% Abatement</u>
2029	\$140,000,000	\$140,000,000	50%
2030	\$140,000,000	\$280,000,000	50%
2031	\$140,000,000	\$420,000,000	50%
2032	\$140,000,000	\$560,000,000	50%
2033	\$140,000,000	\$700,000,000	50%
2034	\$0	\$700,000,000	50%
2035	\$0	\$700,000,000	50%
2036	\$0	\$700,000,000	50%
2037	\$0	\$700,000,000	50%
2038	\$0	\$700,000,000	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 DEVELOPER, its Affiliate, or an assignee of DEVELOPER that is consented to by CITY or otherwise permitted under Section 11.4 herein.

3.3 DEVELOPER agrees to accept BCAD’s final certified Taxable Value for the purpose of meeting the Guaranteed Value.

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. DEVELOPER shall submit to CITY receipts of all valorem taxes paid on DEVELOPER’s Property by February 15 of each tax year during said period.

**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 with CITY, 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 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).

4.7 DEVELOPER agrees to the Completion of Construction no later than 2032.

## **ARTICLE V DEVELOPER'S EMPLOYMENT OBLIGATIONS**

5.1 DEVELOPER expects that the Project will generate a total of 100 FTEs over a multi-year period which will include engineers, technicians, managers, administrators, analysts, professionals, software developers, and consultants.

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

<u>Year</u>	<u>Total Added Employees</u>	<u>Total Added Gross Payroll</u>
2028	2	\$375,000
2029	2	\$375,000
2030	2	\$375,000
2031	21	\$2,175,000
2032	100	\$7,350,000
2033	100	\$7,350,000
2034	100	\$7,350,000
2035	100	\$7,350,000
2036	100	\$7,350,000
2037	100	\$7,350,000

5.3 To establish a base year number of employees and total salaries in Brazos County, DEVELOPER shall deliver to CITY the Texas Workforce Commission Quarterly Report for the previous quarter before the date of the Base Year Taxable Value. On or before February 15, 2029, and February 15 of each year thereafter, DEVELOPER shall deliver to CITY documentation, including, but not limited to, Texas Workforce Commission quarterly reports, demonstrating that DEVELOPER met the payroll targets for the preceding calendar year, the year of the appraised value.

## ARTICLE VI DEVELOPER'S DUTIES AND OBLIGATIONS

6.1 DEVELOPER shall, before February 15 of each calendar year that the Agreement is in effect, certify in writing to CITY whether or not it is in compliance with each term of the Agreement, using the Certificate of Compliance form attached hereto as **Exhibit "D"**. The submission of these reports shall be the responsibility of DEVELOPER and shall be signed by an officer of DEVELOPER. DEVELOPER shall include property identification numbers in the valuation documentation and copies of payment receipts. Current year paid tax receipts shall be attached to the form as an exhibit. DEVELOPER shall also send a copy of the Certificate of Compliance to BCAD.

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 CITY 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 "E"**. A copy of the

respective exemption application shall also be submitted to the CITY.

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

6.5 During the Term of this Agreement, DEVELOPER shall not convey all or part of the Improvements to another third party, with the exception of DEVELOPER'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 DEVELOPER shall allow CITY reasonable access, during normal business hours, 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 CITY 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 CITY from all obligations in this Agreement.

6.10 DEVELOPER shall notify the CITY if DEVELOPER obtains an additional tax abatement, alternative valuation, or exemption for the Project apart from the CITY and the COUNTY. In the event DEVELOPER obtains an additional tax abatement, alternative valuation, or exemption for the Project apart from the CITY and the COUNTY, the Abatements agreed hereto will be offset by fifty (50%) of the additional tax abatement, alternative valuation, or exemption.

6.11 As an inducement for the CITY to enter into the Agreement, during each year in which CITY taxes are abated, DEVELOPER shall make certain payments in lieu of taxes ("PILOT") to CITY in an amount equal to five percent (5%) of the aggregate amount of that year's CITY taxes which are abated to be utilized for the enhancement of the quality of life of its citizens. The PILOT amount shall be paid no later than January 31 of the year following the year for which the taxes were abated. PILOT payments may be made by DEVELOPER or any Affiliate. The quality of life purposes for which the PILOT payments may be utilized include economic

development programs and infrastructure or programs for: parks, recreation and exercise; libraries; aesthetic enhancements to public spaces; career and technology training; senior citizen services; youth services; and healthy lifestyles.

## **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 DEVELOPER suffers an event of Bankruptcy or Insolvency.

7.2 The CITY 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 CITY 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 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 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 CITY shall have the right to terminate this Agreement by providing written notice to DEVELOPER.

7.6 In the event DEVELOPER elects not to proceed with the Project as contemplated by this Agreement, DEVELOPER 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 In the event DEVELOPER (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 DEVELOPER 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 7.5 of this Agreement, as the case may be, 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 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 DEVELOPER 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. Provided, however, that Owner will be credited toward this damages payment an amount equal to any PILOT actually made to City for the three years described above in this paragraph.

8.2 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 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 CITY within thirty (30) days after notice of termination.

8.3 Upon termination of this Agreement by the CITY, the amount of liquidated damages set forth in Section 8.1 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 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 CITY 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.

9.2 If DEVELOPER gives written notice to the CITY 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 CITY 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 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 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 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 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 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. Actual receipt via email may be deemed accomplished upon a confirmation of receipt by the intended party.

The contact information for each Party is as follows:

If intended for the CITY, send to:

City of Bryan

Attn: Kean Register, City Manager

P.O. Box 1000

Bryan, Texas 77805-1000

executiveservices@bryantx.gov

If intended for the DEVELOPER, send to:

RELLIS Campus Data and Research  
Center, LLC (Phase 2)

Attn: Sam Tenorio, III, President

833 RELLIS Parkway

Bryan, Texas \_\_\_\_\_

email: \_\_\_\_\_

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 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 CITY and DEVELOPER or permitted assignees of the CITY 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 CITY all taxes abated under this Agreement as of the date of such violation within 120 days after the date DEVELOPER is notified by CITY of such violation.

11.12 Authorization. This Agreement was authorized action of the City Council of Bryan, Texas 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 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 CITY has been reduced to judgment by a court.

11.15 No Presumption Regarding Drafter. CITY and DEVELOPER acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between CITY 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 CITY 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 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>.

11.17 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

**RELLIS Campus Data and Research Center, LLC (Phase 2)**

**APPROVED:**

Sam Tenorio, III  
Sam Tenorio, III, President, President

DATE: 04/09/2025

**APPROVED AS TO FORM:**

Mack Martinez, III  
Counsel for RELIS Campus Data and Research Center, LLC (Phase 2)

**EXHIBIT “A”**  
**DESCRIPTION OF RELLIS REINVESTMENT ZONE NO. 2**

BEING A 25.00-ACRE TRACT SITUATED IN THE JAMES F. CURTIS JR. SURVEY, ABSTRACT NO. 12, BRYAN, BRAZOS COUNTY, TEXAS AND BEING OUT OF A 42.343-ACRE TRACT AS DEPICTED ON A SURVEY PLAT PREPARED BY GESSNER ENGINEERING ON AUGUST 22, 2018 (PROJECT NO. 18-0515). SAID 42.343-ACRE TRACT BEING OUT OF A CALLED 1,991.39-ACRE TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO THE BOARD OF DIRECTORS OF THE AGRICULTURAL AND MECHANICAL COLLEGE OF TEXAS RECORDED IN VOLUME 219, PAGE 210, DEED RECORDS OF BRAZOS COUNTY, TEXAS (D.R.B.C.T). SAID 25.00-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a yellow plastic cap stamped “GESSNER” (hereinafter referred to as “with cap”) found for the northwest corner of the herein described tract, same being the northeast corner of a 11.499-acre tract as depicted on a survey plat prepared by Gessner Engineering on September 16, 2020 (Project No. 20-1034) and being located in the existing south right-of-way (ROW) line of West State Highway 21 (SH-21) (width varies);

THENCE, North 75° 48’ 57” East (North 75° 48’ 57” East) with the northwest line of said 42.343-acre tract, same being the existing south ROW line of said SH-21, a distance of 1552.67 feet to a ½-inch iron rod with cap set for the northeast corner of the herein described tract;

THENCE, South 13° 31’ 21” East departing from said SH-21, a distance of 540.46 feet to a ½-inch iron rod with cap set for the southeast corner of the herein described tract and being located in the southeast line of said 42.343-acre tract and in a curve to the left;

THENCE, in a southwesterly direction with the southeast line of said 43.343-acre tract and with said curve to the left having a radius of 1,108.11 feet, through a central angle of 04° 50’ 18”, an arc distance of 93.57 feet (chord bears South 78° 54’ 37” West, a distance of 93.54 feet to a ½-inch iron rod with cap found for a corner of the herein described tract;

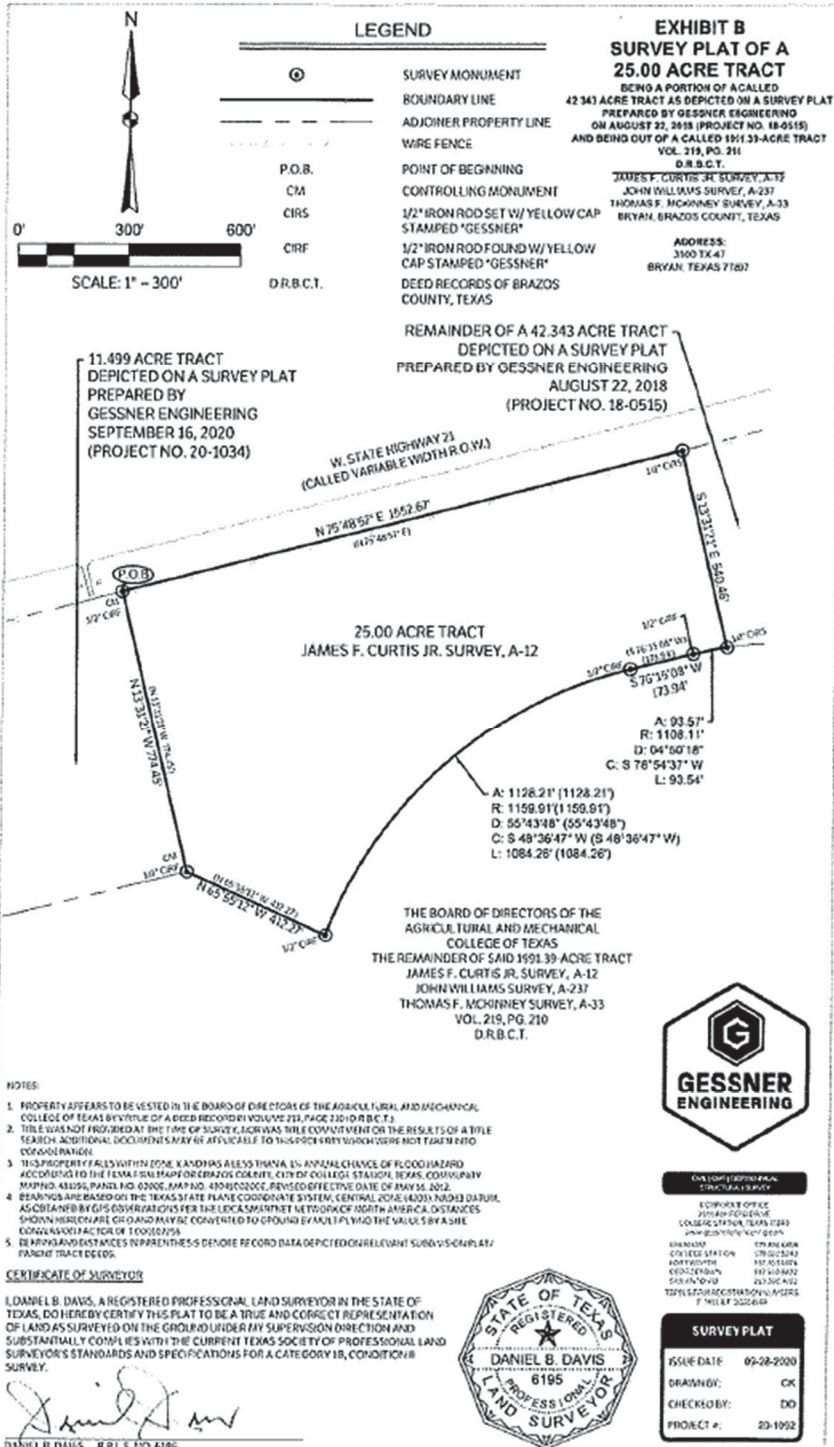
THENCE, South 76° 15’ 08” West (South 76° 15’ 08” West), a distance of 173.94 (173.94) feet to a ½-inch iron rod with cap found for a corner of the herein described tract and for the beginning of a curve to the left;

THENCE, in a southwesterly direction with the southeast line of said 42.343-acre tract and with said curve to the left having a radius of 1,159.91 (1,159.91) feet, through a central angle of 55° 43’ 48” (55° 43’ 48”), an arc distance of 1,128.21 (1,128.21) feet (chord bears South 48° 36’ 47” West (South 48° 36’ 47” West), a distance of 1,084.26 (1,084.26) feet to a ½-inch iron rod with cap found for the south corner of the herein described tract;

THENCE, North 65° 55’ 12” West (North 65° 55’ 12” West), a distance of 412.27 (412.27) feet to a ½-inch iron rod with cap found for the southwest corner of the herein described tract and or the southeast corner of said 11.499-acre tract;

THENCE, North 13° 31’ 21” West (North 13° 31’ 21” West) with the east line of said 11.499-acre tract, a distance of 774.45 (774.45) feet to the POINT OF BEGINNING and containing 25.00 acres of land.

# EXHIBIT "A" Continued



**EXHIBIT “B”**  
**DESCRIPTION OF THE LAND**

BEING A 25.00-ACRE TRACT SITUATED IN THE JAMES F. CURTIS JR. SURVEY, ABSTRACT NO. 12, BRYAN, BRAZOS COUNTY, TEXAS AND BEING OUT OF A 42.343-ACRE TRACT AS DEPICTED ON A SURVEY PLAT PREPARED BY GESSNER ENGINEERING ON AUGUST 22, 2018 (PROJECT NO. 18-0515). SAID 42.343-ACRE TRACT BEING OUT OF A CALLED 1,991.39-ACRE TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO THE BOARD OF DIRECTORS OF THE AGRICULTURAL AND MECHANICAL COLLEGE OF TEXAS RECORDED IN VOLUME 219, PAGE 210, DEED RECORDS OF BRAZOS COUNTY, TEXAS (D.R.B.C.T). SAID 25.00-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a yellow plastic cap stamped “GESSNER” (hereinafter referred to as “with cap”) found for the northwest corner of the herein described tract, same being the northeast corner of a 11.499-acre tract as depicted on a survey plat prepared by Gessner Engineering on September 16, 2020 (Project No. 20-1034) and being located in the existing south right-of-way (ROW) line of West State Highway 21 (SH-21) (width varies);

THENCE, North 75° 48’ 57” East (North 75° 48’ 57” East) with the northwest line of said 42.343-acre tract, same being the existing south ROW line of said SH-21, a distance of 1552.67 feet to a ½-inch iron rod with cap set for the northeast corner of the herein described tract;

THENCE, South 13° 31’ 21” East departing from said SH-21, a distance of 540.46 feet to a ½-inch iron rod with cap set for the southeast corner of the herein described tract and being located in the southeast line of said 42.343-acre tract and in a curve to the left;

THENCE, in a southwesterly direction with the southeast line of said 43.343-acre tract and with said curve to the left having a radius of 1,108.11 feet, through a central angle of 04° 50’ 18”, an arc distance of 93.57 feet (chord bears South 78° 54’ 37” West, a distance of 93.54 feet to a ½-inch iron rod with cap found for a corner of the herein described tract;

THENCE, South 76° 15’ 08” West (South 76° 15’ 08” West), a distance of 173.94 (173.94) feet to a ½-inch iron rod with cap found for a corner of the herein described tract and for the beginning of a curve to the left;

THENCE, in a southwesterly direction with the southeast line of said 42.343-acre tract and with said curve to the left having a radius of 1,159.91 (1,159.91) feet, through a central angle of 55° 43’ 48” (55° 43’ 48”), an arc distance of 1,128.21 (1,128.21) feet (chord bears South 48° 36’ 47” West (South 48° 36’ 47” West), a distance of 1,084.26 (1,084.26) feet to a ½-inch iron rod with cap found for the south corner of the herein described tract;

THENCE, North 65° 55’ 12” West (North 65° 55’ 12” West), a distance of 412.27 (412.27) feet to a ½-inch iron rod with cap found for the southwest corner of the herein described tract and or the southeast corner of said 11.499-acre tract;

THENCE, North 13° 31’ 21” West (North 13° 31’ 21” West) with the east line of said 11.499-acre tract, a distance of 774.45 (774.45) feet to the POINT OF BEGINNING and containing 25.00 acres of land.

# EXHIBIT "C"

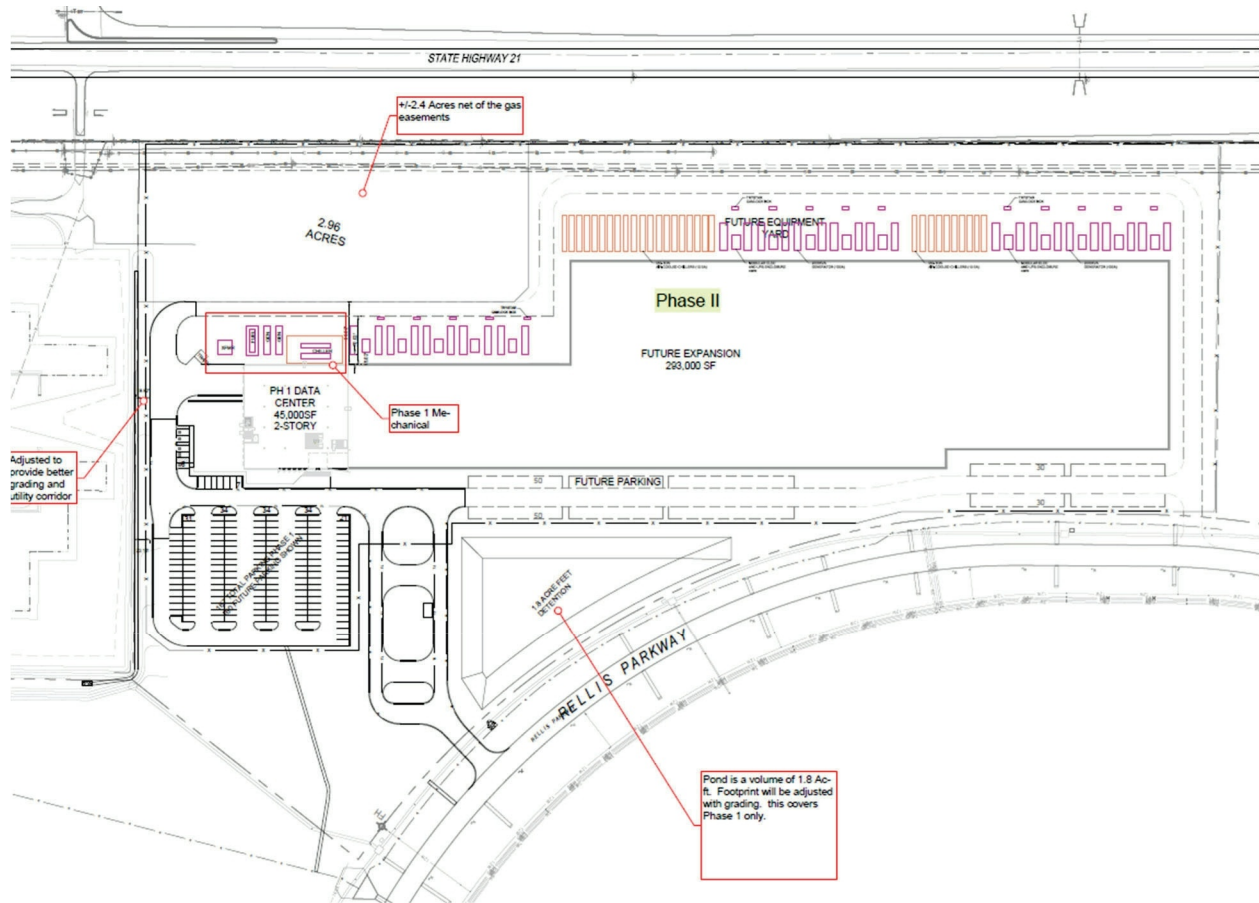




EXHIBIT "E"

Texas Comptroller of Public Accounts

Form 50-116

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 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.