

STATE OF TEXAS §

COUNTY OF BRAZOS §

**TAX ABATEMENT AGREEMENT BETWEEN BRAZOS COUNTY
AND AXIS PIPE AND TUBE, LLC**

This Tax Abatement Agreement (the “**Agreement**”) is entered into by and between the County of Brazos, Texas, a political subdivision of the State of Texas, acting herein by and through its duly elected Commissioners Court (the “**COUNTY**”), and Axis Pipe and Tube, LLC, a Texas limited liability company (the “**DEVELOPER**”), acting herein by and through its duly authorized agents. COUNTY and DEVELOPER may also be referred to collectively as the “**Parties**” or individually as the “**Party**”.

WITNESSETH:

WHEREAS, the City Council of the City of Bryan, a Texas home rule municipality (the “**City**”) adopted an ordinance on September 9th, 2025 establishing the Texas Triangle Park Reinvestment Zone Number 1 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 previously purchased the Existing Axis Land (as defined in Article I below), located at located at 1451 Louis E. Mikulin Rd for the development of a steel pipe manufacturing facility, which is also located within the Reinvestment Zone, and DEVELOPER is seeking to expand the Project (as defined below); and

WHEREAS, DEVELOPER is purchasing an adjoining piece of real property to the Existing Axis Land which is ideally suited for the proposed expansion; and

WHEREAS, DEVELOPER intends to construct the following on the Land following the Effective Date: two (2) new buildings consisting of a new pipe mill and an FBE Coating facility, as well as multiple pipe yard storage facilities and appurtenant structures improvements (each, a “**Facility**” and collectively, the “**Facilities**”) and other Improvements, as well as invest in new Tangible Personal Property); and

WHEREAS, DEVELOPER expects that the proposed expansion represents an approximate investment of ONE HUNDRED TEN MILLION DOLLARS (\$110,000,000) by DEVELOPER over a multi-year period; and

WHEREAS, the COUNTY finds the expansion planned by DEVELOPER will provide a valuable catalyst for economic development in the COUNTY by the attraction of new businesses,

new jobs, and the increase in ad valorem taxes to the COUNTY; and

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

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

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

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

WHEREAS, the COUNTY has found that the contemplated use of the Land, 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 Land is located; and

WHEREAS, this Agreement was approved at a regular scheduled meeting of the Brazos County Commissioners Court.

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

ARTICLE I DEFINITIONS

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

“**Abatement**” means the partial exemption from the COUNTY’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 COUNTY ad valorem taxes on the Improvements and new Tangible Personal Property located on the Land within the Reinvestment Zone.

“Abatement Term” shall mean the 10-year period starting with January 1st of the first year the DEVELOPER is eligible for a Tax Abatement as determined by being the Substantial Completion of the Improvements or January 1, 2031, whichever comes first.

“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 for Tax Year 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, with respect to the first Facility to be constructed, that: (a) construction plans have been prepared and all approvals thereof required by applicable Governmental Authorities have been obtained for construction of such Facility; (b) all necessary permits for the construction of such Facility, pursuant to the respective plans therefor have been issued by all applicable Governmental Authorities; and (c) construction of the foundation of such Facility has commenced.

“COUNTY” shall mean Brazos County, Texas.

“DEVELOPER” shall mean Axis Pipe and Tube, LLC and its successors and permitted assigns.

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

“Existing Axis Land” shall mean the approximately 183 acre tract of land described in the plat recorded in Volume 13635, Page 24 of the Official Property Records of Brazos County, Texas.

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

“First Year of Abatement” shall mean the year beginning on January 1, 2031.

“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.

“Guaranteed Value” shall mean the Taxable Value of the Improvements and the Tangible Personal Property as determined by BCAD as set forth in Section 3.2.

“Governmental Authority” 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” shall mean one or more improvements constructed after the date of this Agreement on the Land including the Facilities, and other ancillary infrastructure, as more fully described in the submittals to be filed with the COUNTY.

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

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

“Land” shall mean the approximately 268.79 acres of land located in Texas Triangle Park on or around 1451 Louis E. Mikulin Rd, Bryan, Texas owned by DEVELOPER or soon to be owned by DEVELOPER, consisting of both the Existing Axis Land and the New Axis Land and that are subject to the Reinvestment Zone in Exhibit “A”.

“M&O” means the component of property tax rate that funds the Maintenance and Operations expenditures of the General Fund. This is contrasted with the I&S (Interest and Sinking) portion of the property tax rate, which funds the general obligation debt service requirements of the Debt Service Fund.

“New Axis Land” means the approximately eighty-six (86) acre tract described in Exhibit “B.”

“Project” shall mean the Land, Improvements (including the Facilities) and the Tangible Personal Property.

“Property” shall mean the Land, the improvements, facilities and tangible personal property located on the Land, including the Improvements and Tangible Personal Property.

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

“Reinvestment Zone” shall mean the Texas Triangle Park Reinvestment Zone Number 1 of the City of Bryan, Texas, adopted by the City Council of Bryan, Texas on September 9, 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.

“Substantial Completion” or **“Substantially Complete”** shall mean that the DEVELOPER has obtained a certificate of occupancy (or such equivalent documentation)

for the Facilities, such that the DEVELOPER would be permitted to begin operations in the Facilities.

“**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 Land subsequent to the execution of this Agreement.

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

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

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

“**Term**” means the period from the Effective Date of this Agreement through the Expiration Date, unless sooner terminated as provided herein.

ARTICLE II GENERAL PROVISIONS

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

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

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

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

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 FTE Benchmark (as defined in Section 5.1) and the Guaranteed Value for the given year is achieved and maintained,

the COUNTY hereby grants DEVELOPER an abatement of fifty percent (50%) of the Maintenance and Operation portion (M&O) of the Incremental Taxable Value of the Improvements and Tangible Personal Property for a term of ten (10) calendar years which includes the First Year of Abatement. This Abatement specifically excludes improvements to the Land constructed prior to the Effective Date, and excludes any increase in value to the Land itself.

<u>Tax Year*</u>	<u>Incremental Taxable Value**</u>	<u>Guaranteed Value</u>	<u>% Abatement</u>
2031	\$100,000,000	\$100,000,000	50%
2032	\$ 10,000,000	\$110,000,000	50%
2033	\$ 0	\$110,000,000	50%
2034	\$ 0	\$110,000,000	50%
2035	\$ 0	\$110,000,000	50%
2036	\$0	\$110,000,000	50%
2037	\$0	\$110,000,000	50%
2038	\$0	\$110,000,000	50%
2039	\$0	\$110,000,000	50%
2040	\$0	\$110,000,000	50%

*The Tax Year to be adjusted based on the Abatement Term.

**The Incremental Taxable Value to be adjusted based on the actual Incremental Taxable Value.

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

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

3.4 To establish a “Base Year Taxable Value”, DEVELOPER shall deliver to COUNTY all BCAD Appraisals and Notices as to the Property for the 2025 tax year by January 1, 2027.

3.5 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 COUNTY receipts of all valorem taxes

paid on DEVELOPER's Property by August 1 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 oblige DEVELOPER to construct the Improvements on the Land or to locate the Tangible Personal Property thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

4.2 Subject to Force Majeure, DEVELOPER agrees to the Commencement of Construction no later than eighteen (18) months following the date of acquisition of the New Axis Land by DEVELOPER and the Improvements shall be "Substantially Complete" within sixty (60) full months following the date of acquisition of the New Axis Land by DEVELOPER.

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 Property 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 Improvements and Facilities in the office of County Judge, which shall be deemed to be incorporated by reference herein and made a part hereof.

4.6 The COUNTY, its agents and employees shall have the right of access to the Land 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 Subject to Force Majeure, DEVELOPER agrees to the Substantial Completion of the Improvements no later than sixty (60) full months following the date of acquisition of the New Axis Land by DEVELOPER.

**ARTICLE V
DEVELOPER'S EMPLOYMENT OBLIGATIONS**

5.1 Beginning the earlier of (i) January 1, 2031 or (ii) the first January 1st to occur following the date on which a certificate of occupancy for the final Facility constructed has been issued by the appropriate Governmental Authority (the earlier of (i) or (ii), the “**FTE Benchmark Start Date**”), by the end of each calendar year during the Term (each, an “**FTE Benchmark Determination Date**”): (i) DEVELOPER must have generated new full-time employment positions (including conversions from part time to full time employment) for the Project (the “**New FTE Positions**”) generating, in the aggregate, at least \$4,000,000 in cumulative annual gross payroll and benefits, including without limitation, gross pay (wages, overtime, bonuses), mandatory withholdings for federal, state, and local income taxes, contributions to programs like social security and Medicare (FICA), and potential deductions for health insurance, retirement plans, or otherwise; and (ii) the New FTE Positions must have an average hourly wage that is at least ten percent (10%) above the average hourly wage for production workers for the applicable year in Brazos County, which average hourly wage in Brazos County shall be determined pursuant to the Occupational Employment and Wages in College Station-Bryan published by the US Bureau of Labor Statistics (the “**OEW – College Station**”) ((i) and (ii), the “**FTE Benchmark**”). If the OEW-College Station ceases to be published, with no successor publication, then the Parties shall reasonably agree upon a reasonable substitute publication. The OEW-College Station, for purposes of determining the FTE Benchmark, means the OEW-College Station last published before the applicable FTE Compliance Date. The New FTE Positions must be for employment at the Property.

5.2 To establish a base year number of employees and total salaries in Brazos County, DEVELOPER shall deliver to COUNTY the Texas Workforce Commission Quarterly Report for the previous quarter before the date of the Base Year Taxable Value. Beginning on March 31st following the first FTE Benchmark Determination Date, and on or before each March 31st thereafter during the Term (each, an “**FTE Compliance Date**”), DEVELOPER shall deliver to COUNTY documentation, including, but not limited to, Texas Workforce Commission quarterly reports, demonstrating that DEVELOPER met the FTE Benchmark for the preceding calendar year.

ARTICLE VI DEVELOPER’S DUTIES AND OBLIGATIONS

6.1 DEVELOPER shall, before August 1st of each calendar year during the Abatement Term, certify in writing to COUNTY 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 the Improvements and the Tangible Personal Property to BCAD and shall provide a copy of the same to the COUNTY upon written request.

6.3 During the Abatement Term, 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 Improvements and the Tangible Personal Property with the Brazos County Chief Appraiser using the form attached hereto as Exhibit "D". A copy of the respective exemption application shall also be submitted to the COUNTY upon request.

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

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 or as otherwise permitted pursuant to Section 11.4, without the prior written consent of the COUNTY, which written consent will not be unreasonably withheld, conditioned or delayed.

6.7 DEVELOPER shall allow COUNTY reasonable access, during normal business hours, and with reasonable notice (but in no event less than forty-eight (48) hours' prior notice), to examine its records and books and all other relevant records related to DEVELOPER's compliance with the performance requirements of this Agreement. In exercising its right of entry, the COUNTY shall not interfere with the operation of DEVELOPER's business on the Land.

6.8 DEVELOPER shall keep the Property insured against loss or damage by fire or any other casualty at full replacement value by purchasing insurance or through a self-insurance program. DEVELOPER shall furnish the COUNTY with either a certificate of insurance or documentation of its self-insurance program within thirty (30) days of the COUNTY's written request therefor.

6.9 DEVELOPER shall notify the COUNTY if DEVELOPER obtains an additional tax

abatement, alternative valuation, or exemption for the Project apart from the COUNTY and the City of Bryan. In the event DEVELOPER obtains an additional tax abatement, incentive, or exemption for the Project apart from the COUNTY and the City of Bryan, the Abatements agreed hereto will be offset by fifty (50%) of the additional tax abatement, alternative valuation, or exemption. Such offset shall go in effect for the tax year that the DEVELOPER obtains the additional tax abatement, incentive or exemption and shall continue so long as the additional tax abatement, incentive or exemption is in effect. DEVELOPER agrees to reimburse the COUNTY for any offset not captured by the COUNTY at the time it goes in effect.

ARTICLE VII DEFAULT AND TERMINATION

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

7.2 Subject to Section 7.3, the COUNTY or DEVELOPER shall have the right to terminate this Agreement in the event the other Party breaches any of the terms or conditions of the Agreement and any such breach is not cured within thirty (30) days after written notice by the non-breaching Party.

7.3 If DEVELOPER should default in the performance of any obligation of this Agreement, the COUNTY shall notify DEVELOPER in writing, and DEVELOPER shall have thirty (30) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such thirty (30) day period, and DEVELOPER has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured will be extended for a reasonable time period in which to cure any such default.

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, the COUNTY 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 COUNTY in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

7.7 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 COUNTY, and does not cure such delinquency within thirty (30) days after written notice from the COUNTY (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 COUNTY all taxes with respect to the one (1) year directly preceding the date of the notice of default which otherwise would have been paid by DEVELOPER to the COUNTY without the benefit of the tax abatement under this Agreement for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, if not paid within the 30-day period following the COUNTY's written demand, but without penalties.

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

8.3 Upon termination of this Agreement by the COUNTY, the amount of liquidated damages set forth in Section 8.1 shall become a debt to the COUNTY as liquidated damages and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The COUNTY shall have all remedies for the collection of the abated tax described in Section 8.1 provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be

based upon the full Taxable Value of the new Tangible Personal Property without tax abatement for the applicable year 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 year in question, as calculated by the Brazos County Tax Assessor- Collector. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

ARTICLE IX EVENTS OF FORCE MAJEURE

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

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

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

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

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

9.2 It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a reasonable period of time up to the amount equal to the period such Party was delayed.

**ARTICLE X
INDEMNIFICATION**

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

**ARTICLE XI
MISCELLANEOUS**

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

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

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

11.4 Assignment. DEVELOPER may not assign this Agreement without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, conditioned or delayed. provided however, DEVELOPER may assign this Agreement, without the prior written consent of the COUNTY to: (i) any of its Affiliates; (ii) to any of its Subsidiaries; or (iii) any successor in interest to DEVELOPER as a result of a merger, consolidation, reorganization or similar transaction. If the COUNTY consents to an assignment, or if consent by the COUNTY is not required, this 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 COUNTY, send to:

Brazos County
Attn: Kyle Kacal, County Judge
200 S. Texas Ave., Ste. 332
Bryan, Texas 77803
KKacal@brazoscountytexas.gov

If intended for the DEVELOPER, send to:

Axis Pipe and Tube, LLC
Attn: Jesus Soberon
P.O. Box 6780
Bryan, Texas 77805
email: jesus.soberon@axispipeandtube.com

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

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

11.9 Third Parties. The COUNTY and DEVELOPER intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or

any individual or entity other than the COUNTY and DEVELOPER or permitted assignees of the COUNTY and DEVELOPER, except that the indemnification and hold harmless obligations by DEVELOPER provided for in this Agreement shall inure to the benefit of the indemnitees named herein.

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

11.11 Employment of Undocumented Workers. During the term of this Agreement, DEVELOPER agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), DEVELOPER shall repay to COUNTY all taxes abated under this Agreement as of the date of such violation within 120 days after the date DEVELOPER is notified by COUNTY of such violation. DEVELOPER is not liable for a violation of this section by a vendor or subcontractor with whom DEVELOPER contracts.

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

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

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

11.16 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.

[Signature Page Follows]

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

BRAZOS COUNTY:

ATTEST:

APPROVED

Karen McQueen, County Clerk

Kyle Kacal, County Judge

DATE: _____

APPROVED AS TO FORM:

Edward C. Bull IV, General Counsel

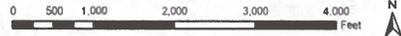
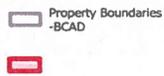
AXIS PIPE AND TUBE, LLC

Jesus Soberon, Attorney-in-Fact

DATE: 12/08/2025

EXHIBIT "A"

DESCRIPTION OF TEXAS TRIANGLE PARK REINVESTMENT ZONE NO. 1



This is a product of the City of Bryan Geographic Information System. The geospatial data product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent as on-the-ground survey conducted by or under the supervision of a registered professional land surveyor and represents only the approximate relative location of property boundaries. This product may not reflect some data otherwise available. This product is not a substitute for obtaining a survey or other professional advice about a specific property, specific question, or situation.

EXHIBIT "B"
NEW AXIS LAND



**FIELD NOTES DESCRIPTION
OF AN
86.09 ACRE TRACT
LAUGHLIN McLAUGHLIN LEAGUE SURVEY, ABSTRACT 38
OZWIN WILCOX SURVEY, ABSTRACT 234
BRYAN, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 86.09 ACRES IN THE LAUGHLIN McLAUGHLIN LEAGUE SURVEY, ABSTRACT 38 AND THE OZWIN WILCOX SURVEY, ABSTRACT 234, IN BRYAN, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.805 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF BRYAN RECORDED IN VOLUME 296, PAGE 216 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT) AND A PORTION OF A CALLED 133.016 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF BRYAN RECORDED IN VOLUME 291, PAGE 576 (DRBCT); SAID 86.09 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 'X' set in drainage concrete on the southeast side of Louis Mikulin Road (a variable width right-of-way, 19493/33 OPRBCT), same being the southeast line of a called 74.168 acre tract of land described in a deed to McMahon Real Estate II, LP recorded in Volume 19528, Page 218 of the Official Public Records of Brazos County, Texas (OPRBCT), for the north corner of said portion of 100.805 acre tract and the west corner of Lot 1, Block 1 of Axis Pipe and Tube [Subdivision] filed in Volume 13635, Page 24 (OPRBCT);

THENCE, with the southwest line of said Lot 1, **S 48° 23' 55" E**, for a distance of **1,191.81 feet** to a point at the north corner of a called 12.748 acre tract of land described in a deed to the City of Bryan recorded in Volume 11504, Page 293 (OPRBCT), from which a 1/2 inch iron rod with yellow plastic cap stamped 'TETRA' found bears **S 65° 18' 42" W**, a distance of 0.12 feet and a point at the south corner of said Lot 1 and the east corner of said 12.748 acre tract bears **S 48° 23' 55" E**, a distance of 962.88 feet and from the south corner of Lot 1, a 1/2 inch iron rod with yellow plastic cap stamped 'TETRA' found bears **S 48° 23' 55" E**, a distance of 0.58 feet;

THENCE, with the northwest line of said 12.748 acre tract, **S 41° 49' 00" W**, for a distance of **658.29 feet** to a 1/2 inch iron rod found in the northeast line of said portion of 133.016 acre tract, being on or near the common line of McLaughlin and Wilcox Surveys, at the west corner of said 12.748 acre tract and an interior corner hereof;

THENCE, with the southwest line of said 12.748 acre tract, along said original survey line, **S 48° 06' 45" E**, for a distance of **716.69 feet** to a point at the south corner of said 12.748 acre tract, same being the west corner of a called 1.1091 acre tract of land described in a deed to Axis Pipe and Tube, Inc. recorded in Volume 12476, Page 47 (OPRBCT), from which a 1/2 inch iron rod with yellow plastic cap stamped 'TETRA' found bears **S 62° 11' 38" W**, a distance of 0.36 feet;

THENCE, continuing along said original survey line, with the southwest line of said 1.1091 acre tract, **S 48° 06' 45" E**, for a distance of **376.77 feet** to a 6 inch treated fence corner post found at the north corner of a 1.899 acre tract of land described as Tract 4 in a deed to the City of Bryan and Brazos County Economic Development Foundation, Inc. recorded in Volume 18881, Page 257 (OPRBCT), the east corner of said portion of 133.016 acre tract and the most westerly corner hereof;

THENCE, with the southeast line of said portion of 133.016 acre tract, **S 42° 02' 00" W**, at a distance of 584.52 feet passing a 1/2 inch iron rod found at the west corner of a 1.890 acre tract of land described as Tract 3 in said deed (18881/257 OPRBCT) and the northwest corner of a 19.74 acre tract of land described in a deed to the City of Bryan and Brazos County Economic Development Foundation, Inc. recorded in Volume 18988, Page 66 (OPRBCT), at a distance of 1,033.92 feet passing a 3/8 inch iron rod found at the west corner of a called 3.391 acre tract of land described as Tract Two in a deed to Jody Lee Luza recorded in Volume 18622, Page 16 (OPRBCT) and the north corner of a called 2.000 acre tract of land described in a deed to William D. Richards and wife, Christine L. Richards recorded in Volume 7574, Page 276 (OPRBCT), and continuing for a total distance of **1,766.12 feet** to a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' set in the fenced northeast line of Mumford Road (a variable width prescriptive right-of-way) for the south corner hereof;

THENCE, with the fenced (occupied) northeast line of Mumford Road, the following eleven (11) courses and distances:

- 1) **N 45° 53' 42" W**, a distance of **25.35 feet** to a 10 inch cedar fence post found;
- 2) **N 27° 42' 57" W**, a distance of **103.58 feet** to a 6 inch cedar fence post found;
- 3) **N 13° 17' 46" W**, a distance of **277.02 feet** to a 6 inch cedar fence post found;
- 4) **N 08° 43' 48" W**, a distance of **386.96 feet** to a 6 inch cedar fence post found;
- 5) **N 19° 29' 23" W**, a distance of **203.34 feet** to a point, from which an 8 inch fence corner post found bears **S 19° 29' 23" E**, a distance of 15.55 feet;
- 6) **N 41° 10' 40" W**, a distance of **125.93 feet** to a 4 inch cedar fence post found;
- 7) **N 41° 59' 57" W**, a distance of **156.86 feet** to a 4 inch cedar fence post found;
- 8) **N 46° 42' 08" W**, a distance of **522.79 feet** to a 6 inch metal pipe gate post found;
- 9) **N 51° 22' 03" W**, a distance of **242.45 feet** to a 2 inch metal pipe fence post found;
- 10) **N 46° 29' 54" W**, a distance of **131.77 feet** to a 2 inch metal pipe fence post found; and
- 11) **N 45° 24' 40" W**, a distance of **253.08 feet** to a 1/2 inch iron rod with blue plastic cap stamped 'KERR SURVEYING' set for the west corner hereof;

THENCE, with the northwest line of said portion of 100.805 acre tract, **N 41° 08' 20" E**, at a distance of 12.28 feet passing a 1/2 inch iron rod with yellow plastic cap stamped 'BASELINE CORP' found at the south corner of said 74.168 acre tract (19528/218 OPRBCT), and continuing with the southeast line of said 74.168 acre tract for a total distance of **1,833.77 feet** to the **POINT OF BEGINNING** hereof and containing **86.09 acres**, more or less.

Surveyed on the ground September 2025 under my supervision. See plat prepared September 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011993831183 (calculated using GEOID12B). Reference drawing: 25-0847-5.


9/23/25
Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834



KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandssurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Kyle Kacal, County Judge

Karen McQueen, County Clerk

EXHIBIT "D"

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.

FLING 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:

Large empty text box for 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.

Two large empty text boxes for listing taxing units and abatement agreements.

SECTION 5: Abatement(s) Questions

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

SECTION 6: Additional Required Documentation

The following documents must be included with this application.

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

SECTION 7: Certification and Signature

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

I, _____, swear or affirm the following:

Printed Name of Property Owner or Authorized Representative

- that each fact contained in this application is true and correct;
- that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
- 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.

For more information, visit our website: comptroller.texas.gov/taxes/property-tax

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